

AGREEMENT FOR SCADA SERVICE & MAINTENANCE CONTRACTOR

(Town of Prosper, Texas)

This Agreement for Contractor Services ("Agreement") is entered into by and between **Town of Prosper, TX**, a Township/City of the State of Texas (the "Town"), and **DHS AUTOMATION, INC.**, a Texas SCADA ("Contractor"). Together, the Town and Contractor are referred to herein as the "Parties."

Recitals

WHEREAS, the Town seeks to engage Contractor to provide services on an as-needed basis to ensure the proper and continued operation of Town facilities and services; and

WHEREAS, Contractor has agreed to be available and provide such services at all times on an as-needed basis for and on behalf of the Town in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, it is agreed as follows:

1. **Scope of Services.** Contractor hereby contracts and agrees to provide all labor, equipment, tools, machinery, transportation, storage, supervision and services of the general type set forth in **Exhibit "A"** attached hereto (the "Services"). The Services shall be performed by Contractor in accordance with all applicable regulatory requirements.
2. **Availability.**
 - a. **As-Needed Basis.** The Contractor agrees that it shall provide the Services on an as-needed basis and shall be available 24 hours per day, seven (7) days per week, throughout the term of this Agreement. The Town may contact the Contractor by telephone or by electronic mail as follows in order to request the Services:

Telephone: 817-205-9288 or 817-205-8142

Electronic Mail: Herschel@DHSAutomation.com

Contractor personnel shall be available at all times to respond and perform the Services without delay.

- b. **Time of Performance.** Time is of the essence of this Agreement and with regard to Contractor's performance of the Services. Contractor shall immediately commence and proceed with the performance of the Services with diligence upon receipt of a request by the Town.
3. **Performance by Contractor.**
 - a. **Contractor's General Obligations.** Contractor agrees to perform the Services diligently, using the Contractor's best skill and attention, and in compliance with the highest applicable industry standards. The Services will be performed by Contractor in a good and workmanlike manner. Contractor will also be responsible for proper storage and security for all equipment and materials required for the Services. Contractor will supervise and direct the performance of the Services using its best skill and attention, in a manner commensurate with the usual standards of its profession. Contractor will be solely responsible for all services, means, methods, techniques, sequences and procedures and for coordinating all portions of the construction.

- b. **Labor and Materials.** Contractor shall furnish at its own cost and expense all services, labor, equipment, materials, tools, transportation, facilities, and all other things necessary for the proper execution and completion of the Services.
- c. **Supervision and Construction Procedures; Safety.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Services. Contractor shall be responsible to the Town for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and any other persons or entities performing portions of the Services for or on behalf of Contractor or any of its subcontractors. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Services. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons present on the Property or performing the Services, (b) the materials and equipment used in the performance of the Services, and (c) other real and personal property at the site or adjacent thereto.
- d. **Compliance with Laws.** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to the performance of the Services, including those bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable for and for which Contractor is responsible hereunder, except for damage or loss attributable to acts or omissions of the Town and not attributable to the fault or negligence of Contractor.
- e. **Payment to Subcontractors.** Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Town, out of the amount paid to Contractor on account of such subcontractor's or supplier's portion of the Services, the amount to which such subcontractor or supplier is entitled, reflecting percentages actually retained from payments to Contractor on account of such subcontractor's or supplier's portion of the Services. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner. The Town shall have no obligation to pay or see to the payment of money to a subcontractor or supplier except as may otherwise be required by law.
- f. **Warranties of the Services; Correction of Defective Services.** Contractor warrants to the Town that the performance of the Services will be free from defects not inherent in the quality required or permitted and that the performance of the Services will comply with applicable laws and regulations. Services not conforming to these requirements may be considered defective. The foregoing warranties shall commence on the date of final completion of the Services and acceptance by the Town (the "Completion Date"). Contractor shall promptly correct any Services determined by the Town to be defective or to fail to conform to the requirements of this Agreement, whether discovered before or after the Completion Date. Costs of correcting such defective or nonconforming Services shall be at Contractor's expense. In addition to the foregoing, if, within one year after the date for commencement of warranties established herein, any of the Services is deemed by the Town not to be in accordance with the requirements of this Agreement; Contractor shall correct it promptly after receipt of written notice from the Town to do so. Contractor further agrees to perform the Services in such manner so as to preserve any and all manufacturer's warranties associated with the materials. The provisions of this Section shall survive final completion of the Services or any earlier termination of this Agreement.
- g. **Cleaning Up.** Contractor will confine its activities to areas designated by the Town and must maintain these areas in a neat and clean condition. All excess material and trash generated from the prosecution of the Services will be neatly stockpiled in the area designated by the Town and removed from the site as frequently as necessary to maintain the site in a neat and safe condition. Upon the completion of any portion of the Services, Contractor will remove all equipment, materials, supplies, and temporary structures from the area of the completed portion and leave the

area in a neat and clean condition. Contractor will also keep all adjacent properties, public or private, free of dirt, trash, debris, or other materials relating to or resulting from the prosecution of the Services. At completion of the Services, Contractor shall remove from and about the job site and surrounding area waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus material.

- h. **Contractor's Representations and Additional Warranties.** Contractor represents and warrants to the Town that:

 - i. Contractor is authorized and licensed, if applicable, to perform the Services in Texas;
 - ii. Contractor has the full right, power, legal capacity and authority to enter into, execute and deliver this Agreement and to perform the obligations to be performed by Contractor or Agents hereunder;
 - iii. Contractor is not parties to or bound by any agreement or contract or subject to any restrictions that would prevent the Contractor from entering into and performing the obligations under this Agreement.
4. **Prevailing Wages.** The Town is subject to the provisions of Chapter 2258, Subchapter B, Texas Government Code, pertaining to prevailing wage rates. In accordance with Section 49.279, Texas Water Code, the Town specifies the prevailing wage rate for public workers of Collin County as the Towns' prevailing wage rate. Contractor agrees to pay not less than the specified prevailing wage rate to workers employed by it in the execution of the Services, and to comply with all applicable provisions of Chapter 2258, Subchapter B, Texas Government Code, including the recordkeeping required thereunder.
5. **Payment.** Payment for the Services shall be made to Contractor by the Town as provided herein below.

 - a. **Total Compensation.** The Town shall pay Contractor for the performance of the Services on a time and materials basis at the rates set forth in **Exhibit "B"** to this Agreement.
 - b. **Invoice for Payment.** Contractor shall submit its application for payment upon final completion of any Services by Contractor and acceptance by the Town.
 - c. **The Town's Right to Withhold Payment.** The Town shall be entitled to withhold payment from Contractor to the extent reasonably necessary to protect the Town as a result of (a) defective Services not remedied, (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by the Contractor, (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, or (d) damage to the Town or another contractor.
 - d. **Sales Tax.** The Town is a tax-exempt, political subdivision of the State of Texas. Accordingly, no sales tax will be charged to the Town or included in the Contract Sum.
 - e. **PRICE ESCALATION:** Unless otherwise stated in the specifications herein, prices must remain firm for the initial term of the contract. The contracted vendor may request an adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the Town with copies of the appropriate indices for verification purposes. The Town of Prosper reserves the right to approve or reject any and all requests for price escalations.

6. **Termination.** This Agreement will continue in effect unless terminated by either Party as provided herein below.
 - a. **Termination of the Agreement by the Town.** The Town may terminate the Agreement at any time for convenience (without cause) or for cause (due to Contractor's material breach). In the event of termination, Contractor shall be paid for the Services properly executed in accordance with the Agreement prior to the effective date of termination. The Town shall not be responsible for damages or recoveries arising from the termination of the Agreement.
 - b. **Termination of the Agreement by Contractor.** Contractor may terminate the Agreement only for cause (due to the Town's material breach). Contractor may deliver a written notice of termination of the Agreement to the Town setting forth in reasonable detail the basis for such termination and providing the Town with a period of not less than ten (10) calendar days to cure such default. If the Town fails to cure the default within the time period stated in the initial notice of termination letter, Contractor may terminate the Agreement no less than five (5) calendar days following delivery of a final notice of termination letter to the Town. In the event of Contractor's termination for cause, Contractor shall be entitled to recover payment for the Services properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor. The Town shall not be responsible for damages or recoveries arising from the termination of the Agreement.
 - c. **Survival of Obligations following Termination.** Except as may be expressly agreed in writing by the Parties, all warranty obligations or other obligations of the Contractor to complete or repair defective Services arising under the Agreement shall survive any termination of such Agreement (other than Contractor's termination of the Agreement for cause). Further, in the event of termination for any reason and by any Party, Contractor agrees to comply with the Town directives regarding the return of all materials purchased by the Town. Contractor shall provide reasonable cooperation to the Town in effecting a smooth and orderly transition of all matters that were being handled by Contractor prior to termination. All records, including all documents, articles or items that may be supplied by the Town to Contractor, shall be and remain the sole and exclusive property of the Town and shall be surrendered to it upon demand (and, in any event, within five (5) days of termination). Upon the termination of the Agreement (or this Agreement) or upon the demand of the Town prior to termination, Contractor shall immediately deliver to the Town at such place or places as may be designated by it, any and all other property of the Town in its possession or under its control.
7. **Relationship of Parties.** The Parties understand and agree that Contractor shall provide the Services to the Town as a non-exclusive independent contractor, with all of its attendant rights and liabilities, and not as an agent or employee of the Town. Nothing in the Agreement or otherwise is intended or will be construed to create a joint venture, partnership, employment or similar relationship. Neither Contractor nor any of Contractor's employees, representatives or agents will be deemed to be employed by the Town or be eligible for any employee benefits from the Town and, except as may be required by lawful authority, the Town will make no deductions or payment for taxes, insurance, bonds or other sums. Neither Party shall have the authority to bind the other to any contract or agreement whatsoever. Nothing in the Agreement shall be interpreted as authorizing Contractor or Agents to act for the Town in the collection of money, extension of credit, acceptance of service of process, or to make any commitment that would bind the Town to any contract or agreement. Contractor has sole authority and responsibility to hire, fire and otherwise controls its employees and neither Contractor nor its employees are employees of the Town. Contractor acknowledges and agrees that nothing herein shall entitle or render Contractor eligible to participate in any benefits or privileges provided by the Town for its employees.
8. **Taxes.** Contractor agrees to timely withhold and pay all taxes and fees assessed on Contractor or required of Contractor to pay or withhold to, for, or with respect to any person in connection with or incident to the performance of the Agreement, by the United States, any state and any governmental agency, as well as unemployment compensation insurance, social security, or any other taxes upon

Contractor. Contractor acknowledges that Contractor is responsible for payment of all income taxes, including estimated quarterly payments. Contractor shall pay all sales tax for taxable materials and labor or services (to the extent such labor or services are taxable) purchased by or furnished to Contractor by its subcontractors and suppliers. All subcontracts shall be separated so that no sales tax is incurred, charged or paid on non-taxable labor or services.

9. Insurance.

- a. As an independent contractor, Contractor acknowledges that it is solely responsible for providing its own insurance coverage, including, but not limited to, unemployment compensation and workers' compensation to its employees, and that such coverage shall be maintained by Contractor in the statutory limits which are presently in effect or which may be in effect in each of the applicable jurisdictions where Contractor will perform the Services. Without limiting the foregoing, Contractor shall, at Contractor's sole cost and expense, maintain the following insurance with insurers satisfactory to the Town and with limits no less than those states as follows:
 - i. Commercial General Liability insurance providing coverage against liability arising out of or based on any act, error or omission of Contractor under this Agreement, with limits of not less than \$1,000,000 for each occurrence of bodily injury and property damage liability, \$1,000,000 general aggregate and products/completed operations coverage; and
 - ii. Business Automobile Liability insurance as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle{s} will be used under this contract.
- b. All of the above-listed insurance must be maintained in force throughout the term of this Contract and must be written by insurance companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of B++ VII or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to the Town and that they are primary and noncontributory over any insurance that may be carried by the Town.
- c. All such insurance shall be primary. All policies shall include a waiver of subrogation in favor of the Town, and all policies shall require at least thirty (30) days prior written notice to the Town of any intention to cancel, terminate or reduce coverage provided thereby. The Town shall be named as additional insureds on the commercial general liability and business automobile liability policies. Prior to the commencement of the Services, Contractor shall furnish to the Town a Certificate of Insurance, endorsements, or evidence of coverage signed by authorized representatives of the companies providing the coverage required under the terms of the Agreement. Failure to secure the insurance coverages, or the failure to comply fully with any of the insurance provisions of the Agreement as may be necessary to carry out the terms and provisions of the Agreement shall be deemed to be a material breach of the Agreement. The lack of insurance coverage does not reduce or limit Contractor's responsibility to indemnify the Town as set forth in the Agreement. Any and all deductibles and premiums associated with the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor. The Town reserves the right to review the insurance coverage requirements of the Agreement. Contractor shall require similar insurance levels from its sub-contractors and other Agents.
- d. As required by Section 406.096, Texas Labor Code, Contractor hereby certifies that Contractor provides workers' compensation insurance coverage for each employee of Contractor who will be employed on the Project. Further, Contractor agrees that each subcontractor which Contractor engages to perform work on the Project will be required to provide a written certification that the subcontractor provides workers' compensation insurance coverage for each employee of the

subcontractor who will be employed on the Project, and that Contractor will provide such certification to the Town before the subcontractor performs any work on the Project.

10. **Indemnity.**

- a. **General Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL INDEMNIFY AND HOLD THE TOWN AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSS, AND EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM: (1) THE PERFORMANCE OF THE SERVICES, ATTRIBUTABLE TO PERSONAL INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER, OR ANYONE, DIRECTLY OR INDIRECTLY, EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, OR (2) THE FAILURE OF THE SERVICES TO BE FIT FOR ITS INTENDED PURPOSE. **THE OBLIGATIONS IN THIS PARAGRAPH (A) APPLY WHETHER ALLEGED OR ACTUAL, NEGLIGENT, OR GROSS NEGLIGENT ACTS OR OMISSIONS OR OTHER FAULT OF ANY INDEMNITEE CAUSED THE LOSS IN WHOLE OR IN PART; PROVIDED HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN AN INDEMNITEE AND CONTRACTOR, CONTRACTOR'S OBLIGATIONS HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE INDEMNITEE; AND (B) INCLUDE WITHOUT LIMITATION, CLAIMS BY THE CONTRACTOR'S CREW OR EMPLOYEES AGAINST THE INDEMNITEES.** This provision relating to indemnification shall survive the termination of this Agreement and may be enforced by the Town, or its successors or assigns.
 - b. **Indemnification for Defense Costs.** CONTRACTOR'S OBLIGATION TO INDEMNIFY THE TOWN AND INDEMNITEES AGAINST ANY ATTORNEYS' FEES OR OTHER COSTS OR EXPENSES INCURRED BY THE TOWN AND INDEMNITEES IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS OR CAUSES OF ACTION WITHIN THE SCOPE OF THIS SECTION SHALL BE CONSTRUED AS A SEPARATE ITEM OF INDEMNIFICATION WHICH SHALL BE AN ABSOLUTE OBLIGATION OF CONTRACTOR EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARE INVALID OR GROUNDLESS.
11. **Dispute Resolution/Mediation.** The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes which may arise under the Agreement. The Parties agree that all disputes arising out of or relating to the Agreement that cannot be resolved through informal conference will be submitted to mediation prior to exercising any judicial remedies.
12. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section 12 of a change of address or other information provided herein:

If to the Town:

Town of Prosper
P.O. Box 307
Prosper, TX 75078
Attn: Director of Public Works
Telephone: (972) 347-9969

If to the Contractor:

DHS Automation, Inc.
615 W. White Dove St.
Azle, TX 76020
Attn: President
Telephone: (817)-205-9288

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

13. General Provisions.

- a. **Assignment.** This Agreement and Contractor's obligation and duties to the Town hereunder are not transferable or assignable by Contractor.
- b. **Waiver.** Failure of the Town at any time to enforce any provisions of this Agreement shall not be construed to be a waiver or relinquishment of the Town's rights granted hereunder or of the future performance of such provision and the obligations of Contractor with respect thereto shall continue in full force and effect. No provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party giving the waiver or consent.
- c. **Choice of Law.** This Agreement is made under, and will be enforced and construed in accordance with the laws of the State of Texas. All claims, disputes or causes of action arising hereunder will be resolved pursuant to Section 11 of this Agreement. Should, for any reason whatsoever, any claim, dispute, or cause of action fail to be resolved pursuant to Section 11 of this Agreement, such claim, dispute, or cause of action shall be filed in the court of competent jurisdiction in Denton County, Texas, which venue shall be exclusive.
- d. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one of the same Agreements. Faxed and electronic scanned signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent of this Agreement.
- e. **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.
- f. **Attorneys' Fees.** Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non-prevailing party.
- g. **Authority.** Each party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective party.

- h. **Boycott Israel.** For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of this Agreement, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, boycotts Israel. The Contractor agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Contractor will boycott Israel during the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this clause has the meaning assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.

- i. **Terrorist Organization.** For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of this Agreement, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

14. Service & Maintenance Contract Price.

Monthly: \$3,750.00

Bi Annual 5% discount: \$21,375.00

Annual 10% discount: \$40,500.00

Customer Purchase Order: _____

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EXHIBIT A

Description of Services: 24 Hours

*Scada Programming

*Scada design Systems, Panels & Components with Cad Drawings
(To include all PLC's, Telemetry Radio's & devices. HMI Computers, Software and Scada related Components)

*Water & Waste Water Electrical Services & Repair
(To include all Water & Waste Water Pumps & Electrical Gear & Controls associated with Water distribution & Waste Water Collections)

*24 Hour Phone Support for City Utility Employees

*Customer represented Engineer correspondence and assistance
(To include Meetings, Phone & Email correspondence for current & upcoming Project design support and discussions)

DHS AUTOMATION, INC.

EXHIBIT B

Applicable Rates and Charges: With Service Contract

- *Scada Programming Hourly Rate: **\$150.00**
- *Scada design Systems, Panels & Components with Cad Drawings Hourly Rate: **\$150.00**
(Unless bid Job & is included in Bid price)
- *Scada Panel assembly Shop Hourly Rate: **\$55.00**
- *Electrical, Mechanical, Scada Services & Repair for Technician Hourly: **\$130.00**
- *Electrical, Mechanical, Scada Services & Repair for Helper Hourly Rate: **\$85.00**
- ***After Hour & Holiday Rates: Regular Hourly Rates**
- *24 Hour Phone Support for City/Town/MUD Utility Employees per Call: **Free**
- *Customer represented Engineer correspondence and assistance Hourly Rate: **Free**
(Engineer & design related Meetings Hourly Rate: **\$150.00**)
- *All Material, Electrical & Mechanical Components Markup: **20 %**
- *Regular Service Truck Charge Flat Fee: **\$150**
- *3 Hour Minimum Charge per Service call out.
- ***2 Hour Minimum on Site response time for emergency repairs.**
- *Includes one of each Scada Panel Systems related Components on hand for emergency repair of Scada System)
- * Manufacture Parts and 2 Year Labor Warranty

(Note: Regular Service & Programming Hours: Monday through Friday 7:00 A.M to 5:00 P.M. excluding recognized Holidays.)

Contract No. DHS_SMC2022-05

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last signatory hereto.

CONTRACTOR:

D.H.S. AUTOMATION, INC.

[Legal name of contractor]
(Corporate Seal)

Signature: _____

Printed Name: Herschel Henson

Title: President

Date: _____

STATE OF TEXAS	
COUNTY OF _____	
(Seal	_____ (Signature of Notary

TOWN:

TOWN OF PROSPER, TX

Signature: _____

Printed Name: _____

Title: _____

Date: _____