

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is entered into by and between the City of Killeen (“City”) and Austin Traffic Signal Construction Company, LLC (“Contractor”); collectively, the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide and install all field wiring and cables, including signal heads, detection cameras and electrical disconnect boxes at four (4) intersections; as more thoroughly described in the Contractor Proposal, attached hereto and incorporated herein as Exhibit “A” (the “Services”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after completion of the Services.

Consideration. Contractor agrees to provide the Services stated above:

_____ at the rate of \$ _____ per hour, for a total amount not to exceed \$ _____ ;

_____ for the lump sum payment not to exceed \$ _____ ; or

X for progress payments in the amount of \$646,001.50, as detailed in Exhibit A.

Tariff Clause. In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that directly affect the cost of goods or services provided under this contract, the following provisions shall apply:

- Notification Requirement: The Contractor shall notify the City in writing within 10 business days upon becoming aware of any such changes. The notification must include:
 - The specific tariff or duty imposed or changed.
 - The effective date of the change.
 - The impact on the cost of the goods or services provided.
 - Supporting documentation, such as official notices or tariff schedules.
- Adjustment Mechanism: Upon receipt of the notification and supporting documentation, the City and the Contractor shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to both parties.
- Maximum Increase Limit: Any price adjustment due to tariff changes shall not exceed 10% of the original contract price.
- Limitations: Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- Response Timeline: A response to the request for adjustment will be prepared by the City within 10 business days of receipt of the request.
- Finality of Determinations: All determinations made by the City regarding tariff-related adjustments are final.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.



Exhibit A

Austin Traffic Signal Construction Co., LLC

P.O. Box 130
Round Rock, Texas 78680-0130

Tel: (512) 255-9951
Fax: (512) 255-0146

I am writing to provide you with an overview of the history and leadership of Austin Traffic Signal Construction Company LLC (ATSCC). Founded in 1980 by Fred Shin, ATSCC began as a small operation with Mr. Shin and his brother working out of a single truck. Over the past 46 years, his dedication to integrity and hard work has established the company as a leader in the Texas transportation industry.

Headquartered in Pflugerville, our firm specializes in Traffic Signal, Illumination, Intelligent Transportation Systems (ITS), and Heavy Highway Signs and Structures. Our veteran leadership team ensures the highest standards of project delivery:

Edward G. Schroeder has served as Mr. Shin's right-hand man since 1995, bringing a strong technical background and extensive experience from the TxDOT Austin District. Clark W. Thomas has been with the company since 2001, offering decades of construction experience and holding numerous industry certifications, including Texas Master Electrician and IMSA TEEEX.

Our operations are further strengthened by John Bartleson, who has served as Operations Manager since 2010 and holds an Electrical Engineering Degree from Washington State University. Patrick Knox, who joined us in 1988 following seven years with the TxDOT Austin District signal shop, leads our ATS Underground team. Additionally, Fidel Garza recently joined the leadership team, bringing decades of experience from TxDOT and private sector leaders such as Iteris and Texas Highway Products.

We are proud of our history of service and look forward to the opportunity to collaborate.

Please let me know if you require any additional information.

- S WS YOUNG DR. and TERRACE DR - \$206,753.00
- S FORT HOOD ST (SH 195) and W HALLMARK AVE - \$145,184.00
- S FORT HOOD ST (SH 195) and 440 PLAZA - \$139,413.50
- S FORT HOOD ST (SH 195) and W JASPER DR - \$154,651.00

TOTAL - \$646,001.50

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, LLC

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951

Fax (512) 255-0146

February 24, 2026

ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: WS YOUNG DR @ TERRACE DR

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
WS YOUNG DR @ TERRACE DR					
1	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00
2	TRAFFIC CONTROL	LS	1	\$9,250.00	\$9,250.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	800	\$2.50	\$2,000.00
4	ELECTRIC SERVICE TY D (SP) (O)	EA	1	\$5,800.00	\$5,800.00
5	ELEC CONDR (NO 6) BARE	LF	120	\$2.50	\$300.00
6	ELEC CONDR (NO 6) INSULATED	LF	60	\$3.00	\$180.00
7	INS HY TRF SIG)(ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	854	\$3.00	\$2,562.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	816	\$3.50	\$2,856.00
20	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	822	\$2.50	\$2,055.00
21	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
22	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
23	VIVDS COMM CABLE	LF	865	\$3.00	\$2,595.00
24	SALVAGE EXISITNG MATERIALS	LS	1	\$4,000.00	\$4,000.00
25	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
26	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
27	TY B STRAIN POLE W/LUMINAIRE ARM AND LED	EA	4	\$11,200.00	\$44,800.00
28	TY D GROUND BOX W/APRON	EA	1	\$2,500.00	\$2,500.00
29	CONDUIT (PVC) (SCH 40) (2")	LF	60	\$23.00	\$1,380.00
30	CONDUIT (PVC) (SCH 40) (3")	LF	80	\$25.00	\$2,000.00
31	DRILL SHAFT (36 IN)	LF	53	\$325.00	\$17,225.00
33	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00
Total Bid Amount					\$206,753.00

NOTE:

**Oncor hook-up and transformer prices to be paid seperately as force account at cost plus 5%
Radio or VANTAGE LIVE are different available communication options
MATERIALS 18-24 WEEKS**

Contact Clark Thomas - 512-255-9951 ext 214

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February 24, 2026

ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: S. FORT HOOD ST. @ W HALLMARK AVE

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
S FORT HOOD ST @ W HALLMARK AVE					
1	MOBILIZATION	LS	1	\$14,500.00	\$14,500.00
2	TRAFFIC CONTROL	LS	1	\$11,000.00	\$11,000.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	1006	\$2.50	\$2,515.00
4	ELECTRIC SERVICE TY D (TS) (O)	EA	1	\$5,000.00	\$5,000.00
5	ELEC CONDR (NO 6) BARE	LF	85	\$2.50	\$212.50
6	ELEC CONDR (NO 6) INSULATED	LF	50	\$3.00	\$150.00
7	INS HY TRF SIG)(ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	909	\$3.00	\$2,727.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	929	\$3.50	\$3,251.50
19	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	480	\$3.00	\$1,440.00
20	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
21	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
22	VIVDS COMM CABLE	LF	971	\$3.00	\$2,913.00
23	SALVAGE EXISITNG MATERIALS	LS	1	\$4,000.00	\$4,000.00
24	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
25	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
26	CLAMP-ON LUMINAIRE ARM AND LED	EA	2	\$2,100.00	\$4,200.00
27	TY D GROUND BOX W/APRON	EA	1	\$2,200.00	\$2,200.00
28	CONDUIT (PVC) (SCH 40) (2")	LF	25	\$23.00	\$575.00
29	CONDUIT (PVC) (SCH 40) (3")	LF	50	\$25.00	\$1,250.00
30	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00
Total Bid Amount					\$145,184.00

NOTE:

**Oncor hook-up and transformer prices to be paid seperately as force account at cost plus 5%
Radio or VANTAGE LIVE are different available communication options
MATERIALS 12-16 WEEKS**

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February 24, 2026

ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: S. FORT HOOD ST. @ 440 PLAZA

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
S. FORT HOOD ST. @ 440 PLAZA					
1	MOBILIZATION	LS	1	\$13,000.00	\$13,000.00
2	TRAFFIC CONTROL	LS	1	\$9,000.00	\$9,000.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	910	\$2.50	\$2,275.00
5	ELEC CONDR (NO 6) BARE	LF	434	\$2.50	\$1,085.00
6	ELEC CONDR (NO 6) INSULATED	LF	612	\$3.00	\$1,836.00
7	INS HY TRF SIG)(ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	922	\$3.00	\$2,766.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	929	\$3.50	\$3,251.50
19	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	640	\$3.00	\$1,920.00
20	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
21	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
22	VIVDS COMM CABLE	LF	935	\$3.00	\$2,805.00
23	SALVAGE EXISITNG MATERIALS	LS	1	\$4,000.00	\$4,000.00
24	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
25	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
26	CLAMP-ON LUMINAIRE ARM AND LED	EA	2	\$2,100.00	\$4,200.00
27	TY D GROUND BOX W/APRON	EA	1	\$2,200.00	\$2,200.00
28	CONDUIT (PVC) (SCH 40) (2")	LF	25	\$23.00	\$575.00
29	CONDUIT (PVC) (SCH 40) (3")	LF	50	\$25.00	\$1,250.00
30	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00

Total Bid Amount

\$139,413.50

NOTE:

Oncor hook-up and transformer prices to be paid seperately as force account at cost plus 5%
Radio or VANTAGE LIVE are different available communication options
MATERIALS 12-16 WEEKS

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February 24, 2026

ESTIMATE WITHOUT A PLAN SET

CONTROL : CITY OF KILLEEN UPGRADE

PROJECT: CITY OF KILLEEN

HIGHWAY: WS YOUNG DR @ TERRACE DR

COUNTY: BELL

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
S FORT HOOD ST @ WEST JASPER DR					
1	MOBILIZATION	LS	1	\$15,500.00	\$15,500.00
2	TRAFFIC CONTROL	LS	1	\$11,000.00	\$11,000.00
3	ZINC-COAT STL WIRE STRAND- DOUBLE SPAN RUN	LF	800	\$2.50	\$2,000.00
4	ELECTRIC SERVICE TY D (SP) (O)	EA	1	\$5,800.00	\$5,800.00
5	ELEC CONDR (NO 6) BARE	LF	150	\$2.50	\$375.00
6	ELEC CONDR (NO 6) INSULATED	LF	60	\$3.00	\$180.00
7	INS HY TRF SIG)(ISO) - TS 2	EA	1	\$20,500.00	\$20,500.00
8	VEH SIG SEC (12")LED(GRN)	EA	10	\$450.00	\$4,500.00
9	VEH SIG SEC (12")LED(GRN)(ARW)	EA	4	\$450.00	\$1,800.00
10	VEH SIG SEC (12")LED(YEL)	EA	10	\$450.00	\$4,500.00
11	VEH SIG SEC (12")LED(YEL)(ARW)	EA	6	\$450.00	\$2,700.00
12	VEH SIG SEC (12")LED(RED)	EA	10	\$450.00	\$4,500.00
13	VEH SIG SEC (12")LED(RED)(ARW)	EA	2	\$450.00	\$900.00
14	BACK PLATE (12")(3 SEC)(VENTED)	EA	6	\$125.00	\$750.00
15	BACK PLATE (12")(4 SEC)(VENTED)	EA	4	\$150.00	\$600.00
17	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	796	\$3.00	\$2,388.00
18	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	771	\$3.50	\$2,698.50
19	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	544	\$2.50	\$1,360.00
20	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)TRAY CBL	LF	603	\$2.50	\$1,507.50
21	VIVDS PROCESSOR	EA	1	\$12,500.00	\$12,500.00
22	VIVDS CAMERA	EA	4	\$4,000.00	\$16,000.00
23	VIVDS COMM CABLE	LF	904	\$3.00	\$2,712.00
24	SALVAGE EXISTING MATERIALS	LS	1	\$3,500.00	\$3,500.00
25	NON APS BUTTONS	EA	4	\$600.00	\$2,400.00
26	BBU W/GENERATOR PLUG	EA	1	\$8,500.00	\$8,500.00
27	RADIO 5.8 Ghz	EA	1	\$2,500.00	\$2,500.00
28	CLAMP-ON LUMINAIRE ARM WITH LED	EA	4	\$2,100.00	\$8,400.00
29	TY D GROUND BOX W/APRON	EA	1	\$2,200.00	\$2,200.00
30	CONDUIT (PVC) (SCH 40) (2")	LF	60	\$23.00	\$1,380.00
31	CONDUIT (PVC) (SCH 40) (3")	LF	80	\$25.00	\$2,000.00
32	VANTAGE LIVE REMOTE MONITORING 3 YEARS	LS	1	\$9,000.00	\$9,000.00
Total Bid Amount					\$154,651.00

NOTE:

**Oncor hook-up and transformer prices to be paid separately as force account at cost plus 5%
Radio or VANTAGE LIVE are different available communication options
MATERIALS 12-16 WEEKS**

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