

**CONTRACT BETWEEN THE
PUBLIC UTILITY COMMISSION OF TEXAS
AND
KENNEDY REPORTING SERVICE, INC.
REQUISITION NO. 18-2614**

The parties to this contract are the Public Utility Commission of Texas, a duly organized agency of the state of Texas with its office located at 1701 N. Congress Ave., Austin, TX 78701 and Kennedy Reporting Service, Inc. with offices at 555 Round Rock West Drive, Suite E 202, Round Rock, Texas, 78681.

Article 1. DEFINITIONS

When used in this Contract, the terms listed below shall have the following meanings:

1.1 "Public Utility Commission," "PUCT," or "Commission" means the Public Utility Commission of Texas acting through its executive director and the agency's designated Contract Administrator.

1.2 "Contractor" includes Kennedy Reporting Service, Inc. (Kennedy or KRS) and any successors, heirs, and assigns.

1.3 "Services" means any and all services performed and any and all goods and products delivered by Contractor as specified in Attachment A.

1.4 "CADM" means the Commission Advising and Docket Management Division of the Commission.

1.5 "Director of Docket Management" means the director of the Docket Management Section of the CADM Division of the Commission.

Article 2. COMPENSATION

2.1 Compensation. Contractor agrees to provide all Services (including labor, expenses, and any other services) as described in Attachments A and B.

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT's written authorization to increase its fee. The Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this Contract before the Contractor performs any Services or may invoice the increased fee.

2.2 Payment Process. Unless otherwise specified in Attachment A, Contractor shall submit a statement for services or invoice to the PUCT Contract Administrator no later than the 15th day of the month following the performance of the Services invoiced. The invoice must contain the name of the person performing Services and a brief description of work performed. No payment will be made for administrative overhead, overtime, etc.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the Contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor's federal taxpayer identification number, a description of the Services provided, and the name and division of the PUCT Contract Administrator.

Contractor shall submit the statement or invoice to the PUCT as follows:

By email to: Payables@puc.texas.gov

Or by mail to: Accounts Payable
Public Utility Commission of Texas
P.O. Box 13326
Austin, TX 78711-3326

2.3 Payment for Services. Contractor's acceptance of payment releases the PUCT of all claims for compensation owed in connection with this Contract.

2.4 Payments made to Subcontractors. Contractor shall pay any subcontractor hereunder the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment shall be overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Sec. 5.1).

2.5 Records. Contractor and its subcontractors, if any, shall maintain records and books of account relating to Services provided under this Contract. Contractor shall, for a period of seven (7) years following the expiration or termination of this Contract, maintain its records (electronic and paper) of the work performed under this Contract. Records include, but are not limited to correspondence concerning the subject of this Contract between Contractor and the PUCT; Contractor's internal correspondence; and correspondence between Contractor and any third party. Contractor shall make all records that support the performance of Services and payment available to the PUCT and/or its designees or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT Contract Administrator.

2.6 Sole Compensation. Payments under this Article are Contractor's sole compensation under this Contract. Contractor shall not incur expenses with the expectation that the PUCT or any other agency of the state of Texas will directly pay the expense to a third-party vendor irrespective of the reason for incurring those expenses.

Article 3. CONTRACT ADMINISTRATION

3.1 PUCT Contract Administration. The PUCT designates the Director of Docket Management (currently Irene Montelongo) to serve as its Contract Administrator and primary point of contact with Contractor throughout the term of this Contract. Contractor acknowledges that the PUCT Contract Administrator does not have any authority to amend this Contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission or its authorized designee, Executive Director Brian H. Lloyd.

3.2 Contractor Contract Administration. Contractor designates Lorrie A. Schnoor to serve as its Contract Administrator and primary point of contact with the PUCT throughout the term of this Contract.

3.3 Reporting. Contractor shall report directly to the PUCT Contract Administrator and shall perform all activities in accordance with reasonable instructions, directions, requests, rules, and regulations issued during the term of this Contract as conveyed to Contractor by the PUCT Contract Administrator.

3.4 Cooperation. The Parties' Contract Administrators shall handle all communications between them in a timely and cooperative manner. The Parties shall timely notify each other by email or other written communication of any change in designee or contact information.

3.5 Inquiries and Prompt Referral. Contractor understands that the PUCT does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, other agents, or subcontractors may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Contract or the Services or project to which this Contract relates or which mentions the PUCT without the prior approval of the PUCT. Contractor will promptly refer all inquiries regarding this Contract received from state legislators, other public officials, the media, or non-Parties to the PUCT Contract Administrator.

Article 4. WRITTEN REPORTS

Contractor will provide written reports to the PUCT in the form and with the frequency specified in Attachment A, or as otherwise agreed in writing between the Parties.

Article 5. SUBCONTRACTING PARTIES

5.1 Use of Subcontractors. The Parties acknowledge and agree that at the time of execution of this Contract, Contractor intends to perform the Services required under this Contract using its own employees. Contractor will notify the PUCT Contract Administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any such other subcontract or subsequent substitution of a subcontractor must be approved according to the terms of Article 7.

5.2 Sole Responsibility. Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all such work produced by all subcontractors that the PUCT accepts and pays for in accordance with the terms of this Contract.

5.3 Prime Vendor Contract. The Parties expressly agree that this Contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Contract, notwithstanding the engagement of any subcontractor to perform an obligation under this Contract.

Article 6. TERM, SUSPENSION, AND TERMINATION

6.1 Term. The term of this Contract shall begin on December 1, 2017 and shall continue in effect until November 30, 2018 unless sooner terminated under Sections 6.2 or 6.3 of this Contract.

6.2 Termination for Cause by the PUCT. If Contractor is in default of any material term of this Contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such

default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this Contract for default and shall have all rights and remedies provided by law and under this Contract. If PUCT terminates Contractor under Article 18.12, PUCT need not provide any notice or opportunity for curing the default.

6.3 Termination for the Convenience of the PUCT. The PUCT may, upon thirty (30) days written notice to Contractor, terminate this Contract whenever the interests of the PUCT so require. The PUCT will only reimburse those expenses already incurred at the time the notice is provided. The PUCT shall not be liable for any damages and/or loss to Contractor as a result of termination for convenience.

6.4 Transfer of Duties. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Contract to another entity without disruption to the provision of Services.

6.5 Remedies for Breach. All remedies available to PUCT for breach or anticipatory breach of this Contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief, and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.

6.6 Survival. In the event that this Contract expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it shall end; provided that the provisions of Sections 2.3, 2.5, 2.6, 3.5, 5.2, 6.4, 6.5, 7.5, 9.2, 9.4, 9.5, 9.6, 17.2 and 19.1, 19.2, 19.3, 19.4, 19.5, 19.8 and Articles 1, 4, 10, 12, 14, 15, 16, 20, 21, 23, and 28 shall survive in their entirety.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

7.1 Material Change Requests. The PUCT may propose changes to Attachment A and/or Attachment B. Upon receipt of a written request from the PUCT for a change to Attachment A, and/or Attachment B, Contractor shall, within a reasonable time thereafter, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustment(s) to this Contract. No changes to Attachment A, or Attachment B, will occur without the Parties' written consent as provided in accordance with the terms stated in this Contract.

7.2 Changes in Law, Rules, or Rulings. Subsequent changes in federal or state legislation, rules and regulations or rulings by the PUCT may require modification of the terms of this Contract, including an increase or decrease in Contractor's duties or compensation. In the event of such subsequent changes to statutes, rules, and/or regulations, the PUCT and Contractor shall negotiate the terms of a contract modification in good faith and incorporate such modification into this Contract by written amendment.

7.3 No Assignment of Duties. This Contract shall be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided however that Contractor shall not otherwise, without the prior written consent of the PUCT, assign or transfer this Contract or any obligation incurred under this Contract. Any attempt by Contractor to assign or transfer this Contract or any obligation incurred under this Contract, in contravention of this paragraph, shall be void and of no force and effect.

7.4 Amendments and Modifications. This Contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this Contract.

7.5 Binding on Successors. The terms of this Contract shall be binding on any successor organization of any of the Parties.

Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Warranty of Performance. Contractor represents, warrants, and covenants that it will perform the Services outlined in Attachment A, SOW, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

8.2 Warranty of Services. If Services provided under this Contract require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

Article 9. RISK OF LOSS AND PROPERTY RIGHTS

9.1 Risk of Loss. The risk of loss for all items to be furnished hereunder shall remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss shall pass to the PUCT.

9.2 Ownership. Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights shall remain the property of the third party, all finished materials, conceptions, or products created and/or prepared for on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of Services hereunder, shall be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the Contract or upon termination or expiration of the Contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this Contract.

9.3 Licensed Software. With PUCT's advanced written consent, contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing Services under this Contract. Contractor shall provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing Services under this Contract.

9.4 Prior Works. Except as provided herein, all previously owned materials, conceptions, or products shall remain the property of Contractor and nothing contained in this Contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

9.5 Trademarks. The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-Party are granted to any other Party by this Contract, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this Contract does not give the PUCT any rights of ownership in the trademark or the software.

9.6 Program Information. Program information, data, and details relating to Contractor's Services under this Contract shall be maintained separately from Contractor's other activities. Contractor shall undertake all reasonable care and precaution in the handling and storing of this

information.

9.7 Provision to be Inserted in Subcontracts. Contractor shall insert an article containing paragraphs 9.2 and 9.6 of this Contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this Contract.

Article 10. PUBLIC INFORMATION

10.1 Texas Public Information Act. (Texas Government Code Chapter 552). The Parties acknowledge that notwithstanding any other provisions of this Contract, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the Commission. The Commission will notify Contractor of requests for Contractor's information as provided under the PIA.

10.2 Agreement Not Confidential. The Parties acknowledge that not all terms of this Contract may be confidential pursuant to the Texas Public Information Act, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

10.3 Contractor's Duty to Provide Public Information. Contractor is required, at no additional cost to the state, to make available in a format that is accessible by the public any information created or exchanged with the state pursuant to this Contract. For the purpose of Section 10.3 of this Contract, paper documents, Adobe Portable Document Format files (pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files shall be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion. If information created or exchanged with the state pursuant to this Contract is excepted from disclosure under the Texas Public Information Act, Contractor will not be required to make the information available to the public, but may be required to facilitate the PUCT's provision of the information to the Texas Attorney General for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor's information or data; it shall be Contractor's sole responsibility to do so.

Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION

11.1 No Conflicting Relationships. Contractor certifies to the Commission that no existing or contemplated relationship exists between Contractor and the Commission that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the Commission.

11.2 Prohibition on Transactions with Parties Adverse to Commission. Contractor agrees that during the term of this Contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the Commission or that has interests that are directly or indirectly adverse to those of the Commission. Providing court reporting services to parties involved in matters before the PUCT is not a prohibited transaction. The Commission may waive the prohibition on transactions with parties adverse to the Commission in writing if, in the Commission's sole judgment, such activities of the Contractor will not be adverse to the

interests of the Commission.

11.3 Notice of Conflict. Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. Contractor's failure to do so shall be grounds for termination of this Contract for cause, pursuant to Section 6.3.

Article 12. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the PUCT, the State of Texas, and its officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, suits, assessments, penalties, losses, damages, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this Contract. Contractor shall have the obligation to undertake the defense of any such claim, process, or legal proceeding at Contractor's expense; provided, however, that the PUCT may participate in the defense with counsel of its own choosing. Any defense shall be coordinated by Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and the PUCT agree to furnish timely written notice to each other of any such claim.

If all or any part of the Deliverables is the subject of any claim, suit, or proceeding for infringement or misappropriation of any Intellectual Property Right, Contractor may, and in the event of any adjudication that the Deliverables or any part thereof infringes or misappropriates any patent, trademark, copyright, or trade secret, or if the licensing or use of any of the Deliverables or any part thereof is enjoined, Contractor shall, at its expense do one of the following things: (i) procure for PUCT the right under such patent, trademark, copyright or trade secret to fully use the Deliverables or the affected part thereof; or (ii) replace the Deliverable or affected part thereof with another non-infringing Deliverable; or (iii) suitably modify the Deliverable or affected part thereof to make it non-infringing.

Article 13. INSURANCE

Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas shall be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee.

13.1 Minimum Insurance. Contractor shall, at its sole cost and expense, secure and maintain as a minimum, from the Effective Date and thereafter during the term of this Contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

- (a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products/completed operations —

\$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;

(b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence); and

(c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit.

The PUCT and the State of Texas shall be named an additional insured on the commercial liability and automobile policies.

Insurance coverage shall be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

13.2 Certificates of Insurance. Contractor shall furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the Effective Date of this Contract, and upon request thereafter. Contractor shall provide the PUCT Contract Administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, shall constitute a material breach of this Contract. Contractor shall provide thirty (30) days written notice of any notice for renewal and/or cancellation of insurance.

Article 14. DISPUTE RESOLUTION

The Parties agree to resolve disputes arising under this Contract through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

Article 15. SOVEREIGN IMMUNITY

The State of Texas and the PUCT do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them under the Constitution, the laws of the State of Texas, or the common law.

Article 16. GOVERNING LAW

Notwithstanding anything to the contrary in this Contract, this Contract shall be deemed entered into in the State of Texas and shall be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Contract. Further, each Party hereby waives any right to assert any defense to jurisdiction being held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Contract.

Article 17. COMPLIANCE WITH LAW

17.1 General. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services

sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including, but not limited to, Equal Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

17.2 Taxes. Contractor agrees to comply with any and all applicable state tax laws that may require any filing with and/or payment to the State of Texas as a result of any action taken as a result of this Contract.

17.3 Workers' Compensation. Contractor agrees that it shall be in compliance with applicable state workers' compensation laws throughout the term of this Contract and any renewals or extensions thereof.

17.4 Conflicts. Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT, and will inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the Commission. In the event that Contractor becomes aware of inconsistencies between this Contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this Contract as necessary.

17.5 Compliance with Deceptive Trade Practices Act. Contractor shall comply with Texas Business and Commerce Code Chapter 17.

17.6 Compliance with Americans with Disabilities Act. Contractor shall comply with the Americans with Disabilities Act, 42 U.S.C. Chapter 126.

17.7 Prohibited Use of Appropriated/Other Funds. Contractor shall comply with Texas Government Code Sections 556.005 and 556.0055 related to prohibited uses of appropriated and other funds.

17.8 Certificate of Interested Parties Form. At the time Contractor submits a signed contract to the PUCT, Contractor shall submit a "Certificate of Interested Parties" form to the PUCT and file the form with the Texas Ethics Commission. The form and instructions for filing the form can be found at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Contractor shall not perform any work under the contract, nor receive any compensation prior to filing the form with the Texas Ethics Commission.

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this Contract for cause.

18.1 Prohibitions on Gifts. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

18.2 Delinquent Obligations. Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.

18.3 Terrorist Financing. The PUCT is federally mandated to adhere to the directions provided

in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing — Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing proposers/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <https://www.sam.gov/>

18.4 Antitrust. Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this State, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

18.5 Family Code. Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

18.6 Prohibited Compensation. Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this Contract.

18.7 Government Code. Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

18.8 Outstanding Obligations. Contractor understands that payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

18.9 Contracting with Executive Head of State Agency. Contractor certifies this Contract is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will provide the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

18.10 Buy Texas. Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the State of Texas.

18.11 Hurricane Recovery. Under Texas Government Code Section 2155.006, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

18.12 E-Verify. Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons hired to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) hired by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of PUCT, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screenshot containing the E-Verify case verification number for attachment to the Form 1-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

This term should not be construed to require Contractor to utilize E-Verify to determine the eligibility of existing employees, or otherwise use E-Verify in violation of the law.

18.13 Debarred Vendors List. Contractor certifies that it is not on the Debarred Vendors List located at <http://www.window.state.tx.us/procurement/prog/vendor/performance/debarred/>

18.14 Does not Boycott Israel. As required by Texas Government Code section 2270.002, Contractor certifies that Contractor does not, and will not during the term of this Contract, boycott Israel. Contractor further certifies that no subcontractor of Contractor boycotts Israel, or will boycott Israel during the term of this Contract. Contractor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

Article 19. GENERAL PROVISIONS

19.1 Relationship of Parties. Contractor is and shall remain at all times an independent contractor, and nothing in this Contract shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Except as expressly provided to the contrary elsewhere in this Contract, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances shall the relationship of employer and employee be deemed to arise between the PUCT and Contractor's personnel. Contractor shall be solely responsible for achieving the results contemplated by this Contract, whether performed by Contractor, its agents, employees or subcontractors.

19.2 Non-Exclusivity. Nothing in this Contract is intended nor shall be construed as creating any

exclusive arrangement between Contractor and PUCT. This Contract shall not restrict PUCT from acquiring similar, equal, or like goods and/or services from other entities or sources.

19.3 Taxes and Statutory Withholdings. Contractor acknowledges that it is not a PUCT employee, but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this Contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor shall defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this Contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

19.4 Notice. Except as otherwise stated in this Contract, all notices provided for in this Contract shall be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this Contract), (c) sent by FedEx, with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice in the U.S. Mail.

IF TO THE PUCT:

ATTENTION: Brian H. Lloyd, Executive Director
1701 N. Congress Ave., 7th Floor
Austin, TX 78701

With copies to the PUCT Contract Administrator, and Jay Stone, CTPM, CTCM, at the same address.

IF TO CONTRACTOR:

Lorrie A. Schnoor
Kennedy Reporting Service, Inc.
555 Round Rock West Drive
Suite E 202
Round Rock, TX 78681

19.5 Headings. Titles and headings of paragraphs and sections within this Contract are provided merely for convenience and shall not be used or relied upon in construing this Contract or the Parties' intentions with respect thereto.

19.6 Export Laws. Contractor represents, warrants, agrees and certifies that it (a) shall comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States

Department of Commerce or other United States or foreign agency or authority and (b) shall not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this Contract in violation of any such laws, rules or regulations.

19.7 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

19.8 Publicity. Contractor understands and agrees that no public disclosures or news releases pertaining to this Contract or any results or findings based on information provided, created, or obtained to fulfill the requirements of this Contract shall be made without the prior written approval of the PUCT.

Article 20. NO IMPLIED WAIVER

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

Article 21. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment(s), the following are given preference in the order listed below:

- 1) The terms and conditions of this contract;
- 2) Attachment B, Budget and Billing;
- 3) Attachment A, SOW.

Article 22. FORCE MAJEURE

Neither the PUCT nor Contractor will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter may terminate this contract upon giving at least ten (10) days prior written notice to the other party.

Article 23. SEVERABILITY

If any provision of this contract is held unlawful or otherwise unenforceable, such provision will be severed and deemed deleted and the remainder of this contract will continue in full force and

effect, as if such provision had never existed.

Article 24. FUNDING OUT CLAUSE

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of the Termination Article shall apply. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. *See* Texas Constitution, Article III Section 49, State Debts; and Texas General Appropriations Act for the 2018-2019 Biennium, Article IX, Section 6,03, Excess Obligations Prohibited.

Article 25. DRUG FREE WORKPLACE POLICY

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988, (41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6, Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments that may hereafter be issued.

Article 26. SUBSTITUTIONS

Substitutions are not permitted without written approval of the PUCT.

Article 27. RIGHT TO AUDIT

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or any other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

Article 28. ENTIRE AGREEMENT

This contract, including: Attachment A, SOW; and Attachment B, Budget and Billing constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these Services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this Contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective December 1, 2017.

Public Utility Commission of Texas

By:

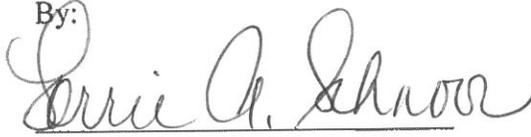


Brian H. Lloyd
Executive Director

Date Signed: 11/30/17

Kennedy Reporting Service, Inc.

By:



Lorrie A. Schnoor
President-Managing Reporter

Date Signed: 11/30/17

ATTACHMENT A
STATEMENT OF WORK

Kennedy Reporting Service (Contractor or KRS), will provide the court reporting and transcription services outlined below:

I. Types of Reporting and Transcription Services

A. Services Requested by the PUCT or Another Party

KRS will record and transcribe all meetings, hearings, including hearings to take comments on rules, workshops, depositions, or other proceedings conducted by the Public Utility Commission of Texas (“PUCT” or “Commission”) for which the services of a court reporter are requested by the PUCT or any interested party.

B. Other Proceedings

KRS will transcribe proceedings recorded on tape that the reporter was not directed to report and for which transcription service is requested by the PUCT or any interested party, with the understanding that the reporter cannot certify the verbatim correctness of the transcript.

II. Personnel

A. Qualifications

All KRS personnel assigned to provide court reporting services shall be certified pursuant to Chapter 52 of the Texas Government Code. Additionally, KRS will ensure that any reporter assigned will have adequate training and/or experience to fulfill the reporting requirements before beginning work on the assignment. Assigned reporters will be familiar with grievance hearings, depositions, and public hearing procedures normally followed by state agencies, boards and commissions as well as those involving contested cases or adjudicatory proceedings. KRS personnel will appear at the time and location requested, professionally attired and groomed, ready to work, with all necessary equipment and supplies.

B. Conduct

Upon arrival, KRS or its duly authorized employee, agent, or representative shall present himself or herself to the presiding officer and shall at all times be governed by the instructions of the presiding officer in matters affecting the composition of the record; i.e., adjournment to other times and/or places and matters of like character. The KRS reporter shall report and incorporate into the transcript everything during the session unless the presiding officer directs otherwise. The reporter will include a record of appearances, with the names and identification of the parties who actually testify or speak at the proceeding or who request the entering of their appearances, together with such other matters as the presiding officer may direct. Only the presiding officer can direct that any part of the proceedings will be “off the record.” Should the reporter have any questions on the technical aspects of the hearing or fail to hear any part of the proceeding, he or she shall ask the presiding officer to clarify the statement(s). This is not intended to give a reporter carte blanche authority to interrupt the proceedings on a frequent basis.

III. Assignments

A. Location

KRS understands assignments will normally be in Austin, Texas, but may on occasion be in other locations.

B. Required Notice

The PUCT, immediately upon learning that court reporting services are needed or that previously requested services must be cancelled, will provide notice to KRS' Contract Administrator by e-mail, facsimile or telephone. KRS must receive a minimum of 24 hours' notice that services are needed or cancelled.

Failure to provide the minimum required notice may result in KRS imposing an additional fee on the party ordering the service as noted in Attachment B, Emergency Request. KRS does not guarantee the availability of a reporter when it receives fewer than 24 hours' notice.

C. Failure to Appear and Unexcused Delays

If KRS is not present and ready to proceed at the noticed starting time, the ordering party must notify KRS immediately and KRS will make its best efforts to provide a substitute within one hour.

If, after receipt of timely notice, KRS fails to appear at the time and place specified for a proceeding, the ordering party may call in a substitute reporting service. KRS shall be responsible for payment of all charges billed by the substitute in excess of the charges authorized by the PUCT contract.

Delays caused by an unprepared reporter will result in a reduction of \$15 per quarter hour of delay to any invoice presented to the PUCT or the ordering party.

D. Recesses

The presiding officer shall grant a reporter's request for a recess in order to replace paper, tape, or other necessary materials used in the performance of reporting services. The recess shall be for a reasonable time for the reporter to replace materials. Upon request to the presiding officer, a reporter is allowed a fifteen-minute recess approximately every two hours that a proceeding is being reported.

IV. Transcripts

A. Number and Format:

KRS shall provide transcripts as required by the Uniform Format Manual for Texas Court Reporters, amended by the Texas Supreme Court on June 28, 2010.

1. For proceedings before the State Office of Administrative Hearings (SOAH):

- a. Original transcript filed in Central Records
- b. A hard copy sent to the SOAH judge (their preference, either full- size or condensed) and an electronic transcript to Melissa Ethridge
- c. An electronic copy sent to CADM (Nancy Hernandez)

- d. An electronic copy sent to the PUCT Staff Attorney present at the SOAH hearing (cc to Jaci Caldwell)
- e. A copy sent to the purchasing party.

2. For Commission Held Hearings and Open Meeting Workshops:¹

- a. Original transcript filed in Central Records
- b. A full-size, hard copy transcript, with CD, sent to CADM (Nancy Hernandez)
- c. Electronic transcript sent to the PUCT staff person coordinating the Open Meeting Workshop or hearing
- d. A copy sent to the purchasing party, if ordered
- e. Unless otherwise requested by the PUCT Contract Administrator, if a transcript is not ordered by an outside party, REGULAR Delivery applies and the pricing in Attachment B.II.A will be used if the free pages allotment described in Section VI.C herein has been exhausted.

All transcripts to the PUCT in the above two scenarios are provided complimentary. All originals are filed in Central Records two weeks after the date of the proceeding. (Hearings transcripts are filed two weeks after the last day of the hearing.)

3. For Open Meetings:

- a. Original transcript filed in Central Records
- b. Electronic transcript to SOAH
- c. A full-size, hard copy transcript, with CD, sent to CADM (Nancy Hernandez).

KRS shall deliver, free of charge, a complete Open Meeting transcript, along with electronic media, to the PUCT and the State Office of Administrative Hearings (SOAH) on the first business day after the open meeting occurs.

4. For Project Meetings/Hearings and Standard Workshops:²

- a. Original transcript filed in Central Records
- b. Electronic transcript sent to PUCT staff person coordinating the proceeding
- c. A copy sent to the purchasing party, if ordered
- d. Unless otherwise requested by the PUCT Contract Administrator, if a transcript is not ordered by an outside party, REGULAR Delivery applies and the pricing in Attachment B.II.A will be used if the free pages allotment described in Section VI.C herein has been exhausted.

5. For Depositions Taken by PUCT Staff Attorney

- a. An electronic copy sent to the PUCT Staff Attorney who filed the notice of deposition (cc to Jaci Caldwell)
- b. Unless otherwise requested by the PUCT Contract Administrator, if a transcript is not ordered by an outside party, REGULAR Delivery applies and the pricing in Attachment B.II.A will be used if the free pages allotment described in Section

¹ At least two Commissioners are scheduled to attend and Open Meeting notice has been filed with the Office of the Secretary of State.

² The Commissioners are not scheduled to attend and Open Meeting notice was not filed.

VI.C herein has been exhausted.

KRS shall deliver to the PUCT the original and all copies of each transcript simultaneously in order to comply with the requisite deadlines.

B. Accuracy

KRS will provide complete transcripts that accurately reflect the full and complete verbatim recording of the proceedings. Where a reporter error appears in the transcript, the reporter, at the direction of the presiding officer only (or in a proceeding or open meeting presided over by the Commissioners, upon order of the Commission), shall correct the error(s) within five business days after receiving notification of the error. KRS will make the correction without cost to the PUCT or any other party and will be responsible for the delivery of errata sheets and corrected electronic media to all parties.

C. Exhibits

1. Proceedings Longer than Three (3) Days

If a proceeding lasts longer than three days, KRS shall provide a free copy of the exhibit index as it appears in the transcripts to the PUCT. The marking and identification of exhibits shall be handled in accordance with the mandates in the Uniform Format Manual for Texas Court Reporters.

2. Record Copy of Exhibits

Unless the PUCT requests otherwise, KRS shall maintain the record copy of all exhibits pending completion and delivery of the original transcript to the PUCT. Upon the conclusion of a proceeding during which exhibits were admitted into the record and prior to adjourning, the presiding officer may instruct the reporter to verify that he or she has the record copy of all exhibits introduced during that same proceeding. In the event that the reporter is missing any of the exhibits, the presiding officer shall direct the party introducing the exhibit to provide a duplicate record copy to the reporter after the presiding officer has authenticated the exhibit. Such authentication may include allowing all parties an opportunity to verify the authenticity of the duplicate record copy. KRS shall maintain all confidential documents and exhibits entrusted to the reporter in such a manner as to ensure the continual confidentiality of those documents and exhibits. Unless otherwise instructed by the presiding officer, the reporter shall maintain all exhibits designated as confidential in a sealed envelope.

3. Other Documents

When written or prepared papers are presented, read, or referred to at a proceeding, the presiding officer shall require either the paper or a copy thereof be furnished to the reporter for reference during transcription. Parties distributing copies of agendas, registrations, or any other documents at proceedings and meetings shall provide copies to the reporter at the time of the meeting or proceeding.

V. Transcript Delivery

A. Time of Delivery

1. **REGULAR COPY**: Transcripts shall be delivered within ten (10) business days after the conclusion of the proceedings.

2. **INTERMEDIATE COPY**: Transcripts shall be delivered within five (5) business days after the conclusion of the proceedings.

3. **EXPEDITED 4-DAY COPY**: Transcripts shall be delivered within four (4) business days after the conclusion of the proceedings.

4. **EXPEDITED 3-DAY COPY**: Transcripts shall be delivered within three (3) business days after the conclusion of the proceedings.

5. **EXPEDITED 2-DAY COPY**: Transcripts shall be delivered within two (2) business days after the conclusion of the proceedings.

6. **DAILY COPY**: Complete transcripts of each day's proceedings shall be delivered no later than 11:00 a.m. the next business day, except when a proceeding continues past 5:00 p.m. When a proceeding lasts past 5:00 p.m., the 11:00 a.m. delivery deadline is extended two hours for each hour the hearing continues past 5:00 p.m. KRS requests three (3) calendar days' notice prior to the hearing when ordering next-day delivery.

B. Computation of Time

The date of a continuance, recess or adjournment shall be used for computing the time of the delivery of the transcript. Whenever a proceeding is continued, recessed or adjourned for a period of five or more business days, that portion of the transcript of the proceeding held before the continuance, recess, or adjournment shall be considered a complete proceeding for the purpose of computing time for delivery of the transcript.

C. Deadline for Delivery to PUCT or SOAH

KRS will not provide transcripts to PUCT or SOAH later than the date on which transcripts are provided to any other person, except in any instance where a transcript is delivered to a party after 5:00 p.m., and PUCT and/or SOAH have made no special arrangements to receive the transcript. In this case, the transcript shall be delivered the following weekday morning at the first available opportunity.

D. Place of Delivery

KRS will deliver transcripts to the person or location specified by the ordering party. The PUCT Filing Clerk is the PUCT's designated agent for delivery of the original transcript. The Filing Clerk shall note upon each volume of the original transcript the time at which delivery was made by KRS. The reporter shall deliver any other PUCT copies of the transcript to the PUCT Mail Room for distribution to individual PUCT staff or employees as required.

E. Late Delivery

KRS will deliver the transcript in accordance with the delivery time designated by the party ordering the transcript. When an ordering party fails to specify a time of delivery, KRS shall

deliver the transcript on a REGULAR COPY basis. REGULAR COPY not delivered within ten (10) business days after the conclusion of the proceedings shall be considered delinquent. When expedited delivery is not met, the charge will be in accordance with whatever delivery was actually achieved. Any time delivery exceeds REGULAR COPY (ten business days after the conclusion of the proceedings), KRS will further reduce the price as follows: The amount charged any party will be reduced by 5% for each business day, or fraction thereof, that delivery is delayed up to a total of 50% of the REGULAR COPY price.

VI. Billing and Rates

A. Billing

KRS will submit invoices for transcripts within thirty (30) days of transcript delivery to the person ordering the transcript. Should KRS encounter collection problems, the PUCT will assist by notifying ordering parties that the Commission's agreement with KRS mandates that payment to the reporter be made within thirty (30) days of submission of a correct invoice, unless other arrangements are made with the reporter.

B. Rates and Fees

1. Regular Rates

Transcript charges are determined by the delivery category requested and the number of parties ordering as noted in Attachment B, Billing Rates. The party or parties receiving the most expedited transcript will pay for the original transcript filed at the PUCT. In the event all transcripts of a specific proceeding are ordered within the same delivery category, the applicable per page charge for each transcript order shall be determined as described in the table at the end of Attachment B.

2. Transcript Excerpts

Page excerpts from any transcript volume may be ordered at the rate set forth in Attachment B. For purposes of open meetings of the Commission only, each separate docket, rulemaking, or other discrete matter considered by the Commission will be deemed to be a complete transcript for billing purposes. KRS may charge an administrative fee for processing and handling requests for excerpts.

3. Audio Recordings

If KRS is notified of a request for services at least 24 hours in advance (three days in advance for Daily), and no reporter is available, the PUCT may record the proceedings on audio tape for later transcription. Transcription fees for audio recordings are located in Attachment B and will vary depending upon the requested delivery time.

4. Delayed Proceedings

KRS may impose a surcharge per half hour on the ordering party for any delay in the start of proceedings. This "waiting fee" may also be charged at half-hour increments any time the reporter is "off the record."

5. Cancellation Fee

KRS may impose a cancellation fee on the ordering party if the proceeding is cancelled or rescheduled within 24 hours of the scheduled start time. KRS may charge the party requesting the reporter a fee for cancellation of a full day or half- day proceeding, depending upon what

time frame was originally scheduled.

6. Overtime Fees

KRS may charge overtime fees in addition to the per page charges when proceedings continue past 5:00 p.m., 9:00 p.m. or on a weekend or holiday. These fees are located in Attachment B, Other Charges. These fees shall be charged on a pro-rata basis among the ordering parties.

7. Processing and Delivery Fees

KRS will impose an administrative fee as described in Attachment B to cover processing, binding, and handling. KRS will pass through to parties requesting special delivery arrangements (Express Mail, FedEx, etc.) the delivery fee incurred by KRS.

8. Duplication of Exhibits

There is no charge for processing original copies of exhibits. When KRS must make copies of exhibits, it will charge the fees noted in Attachment B, Charges for Other Services.

9. Other Services

KRS and the requesting party may negotiate rates and fees for all other services not detailed in Attachment A, such as providing electronic media.

C. Rates and Fees Applicable to the PUCT

1. Transcripts Ordered By Other Parties

KRS shall provide the PUCT a transcript free of charge of any proceeding before the PUCT or SOAH of any kind for which a third party has ordered a transcript.

2. When No Transcript is Ordered

If no other party orders a transcript of a proceeding, KRS will provide the PUCT up to 1,000 transcript pages per contract year at no charge. After KRS has provided 1,000 transcript pages, it may charge the PUCT \$1.00 less per page than the applicable outside party rate as detailed in Attachment B, Section II. Other Pricing.

D. Other Rates and Fees

Other rates and charges listed in Attachment B apply as follows: The administrative fee is charged on each invoice and helps to offset the binding, delivery, and filing costs associated with each job. KRS assesses the minimum charge/appearance fee only when the transcript cost is less than the minimum (i.e. no transcript or a small transcript).

ATTACHMENT B

BILLING RATES

I. STANDARD PRICING

A. Original and Three Copies: ³

<u>Delivery Time</u>	<u>Price per Page</u>
Daily	\$ 13.15
Two-Day	\$ 11.65
Three-Day	\$ 10.30
Four-Day	\$ 9.15
Intermediate	\$ 8.05
Regular	\$ 5.80

B. Other Party Copy Rate: ⁴

(Applies only after the original has been sold)

Daily	\$ 4.35
Two-Day	\$ 3.85
Three-Day	\$ 3.40
Four-Day	\$ 3.05
Intermediate	\$ 2.65
Regular	\$ 1.93

C. Transcript Excerpts: (Does not apply to Open Meeting orders)

(Applies after the Original & Three copies are sold)

Per Page of Partial Transcript	\$ 4.00
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D. Other Charges (in addition to page rate):

Administrative Fee	\$ 30.00 (per invoice)
Minimum/Appearence Fee	\$230.00
Hourly per diem	\$ 30.00
Taking but not transcribing	\$ 3.00 (per page)
<i>(If transcript is subsequently ordered, the client will be billed the difference between this rate and the delivery rate ordered)</i>	
Emergency request for reporter	\$160.00*
Cancellation fee: Full Day	\$350.00*
Half Day	\$200.00*
<i>*less than 24 hour's notice</i>	
Weekend/Holiday Half-Day Fee	\$190.00
Weekend/Holiday Full-Day Fee	\$380.00

³ Reflects cost per page for the reporter to be present at the proceedings, take a verbatim record, and produce a transcript within the requested delivery time; also includes the production of an original transcript, a hard copy and a machine readable copy (CD) that will be filed at PUCT Central Records; also included is a condensed copy and CD for the Administrative Law Judge, and one copy for the customer (ordering party), in whichever format they desire. The party requesting the most expedited copy will bear the entire cost of the "Original and Three Copies."

⁴ If another party orders a transcript copy to be delivered at a date later than the initial party, then this rate applies.

Waiting Time (delayed start time or time spent off the record)**	\$ 40.00
Overtime (5 – 9 pm)**	\$ 40.00 per hour
Overtime (after 9 pm)**	\$ 50.00 per hour

**billed in half-hour increments

Charges for Other Services:

Exhibit copies & tabs	\$.50 per page
Large or color copies	\$ 2.00 per page
Oversize (Maps, etc)	<i>Cost plus courier fee</i>
ASCII on CD or Diskette	\$ 35.00 per volume
Condensed (Mini Transcript)	\$ 35.00 per volume
Minimum Invoice (for copy)	\$ 50.00 (plus administrative fee)*

*If page rate does not equal \$50.00, this fee would apply

Transcription of Audio Recordings:

Price per page

Initial Order:

Regular Delivery	\$ 7.25
Intermediate Delivery	\$ 9.25
Four-Day Delivery	\$ 10.05
Three-Day Delivery	\$ 11.05
Two-Day Delivery	\$ 12.40
Next-Day Delivery	\$ 13.90

Additional Copies

\$ One-third of Original Order rates

II. OTHER PRICING

A. Pricing for the Public Utility Commission of Texas

1. When no outside party has ordered a court reporter (O&3)
2. When depositions are taken by PUC legal (O&1)

Delivery time

Daily	\$ 12.15
Two-Day	\$ 10.65
Three-Day	\$ 9.30
Four-Day	\$ 8.15
Intermediate	\$ 7.05
Regular	\$ 4.80

B. Transcription of Audio Recordings

Daily	\$ 12.90
Two-Day	\$ 11.40
Three-Day	\$ 10.05
Four-Day	\$ 9.05
Intermediate	\$ 8.25
Regular	\$ 6.25

**PRORATED PRICING SCHEDULE FOR PROCEEDINGS
OTHER THAN DEPOSITIONS**

Delivery Time (From Hearing Date)	Number of Parties Requesting Same Delivery Time	Price Per Page Per Party
Daily (next day)	One	\$13.15
Daily	Two	8.75
Daily	Three	7.25
Daily	Four	6.55
Two-day Expedited	One	11.65
Two-Day	Two	7.75
Two-Day	Three	6.45
Two-Day	Four	5.80
Three-Day Expedited	One	10.30
Three-Day	Two	6.85
Three-Day	Three	5.70
Three-Day	Four	5.12
Four-Day Expedited	One	9.15
Four-Day	Two	6.10
Four-Day	Three	5.08
Four-Day	Four	4.55
Intermediate (5 business days)	One	8.05
Intermediate	Two	5.35
Intermediate	Three	4.45
Intermediate	Four	4.00
Regular (10 business days)	One	5.80
Regular	Two	3.86
Regular	Three	3.22
Regular	Four	2.90

**AMENDMENT NO. 1 TO
REQUISITION NO. 18-2614
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
KENNEDY REPORTING SERVICE, INC.**

The parties to Requisition No. 18-2614, namely the Public Utility Commission of Texas (PUCT) and Kennedy Reporting Service, Inc. (Kennedy), agree to amend Requisition No. 18-2614, as specified herein, to replace references to Brian H. Lloyd with "the Executive Director of the PUCT."

Article 1. PURPOSE OF AMENDMENT

The purposes of this amendment are: 1) to allow any future Executive Director of the PUCT to amend or terminate this contract while they are serving in the capacity of Executive Director of the PUCT; and 2) to allow any notice required under this contract to be provided to any future Executive Director of the PUCT while they are serving in the capacity of Executive Director of the PUCT.

Article 2. AMENDED LANGUAGE

By agreement of the parties, the following change shall be made to the existing Requisition No. 18-2614:

Each reference to "Brian H. Lloyd," "Brian Lloyd," or "Mr. Lloyd" in the terms of the contract and any prior amendments shall be replaced with "the Executive Director of the PUCT."

Article 3. EFFECTIVE DATE

This amendment is effective as of the date the last signatory signs.

Article 4. DUTIES OF THE PARTIES, SERVICES, COMPENSATION, and TERM

The parties' duties and the requirements of Requisition No. 18-2614, the services provided under Requisition No. 18-2614, the compensation terms of Requisition No. 18-2614, and the term of the agreement under Requisition No. 18-2614, shall remain the same, except as specifically modified by this document. This amendment does not affect Brian H. Lloyd's signature of the initial contract nor his signature of any prior amendments to the contract.

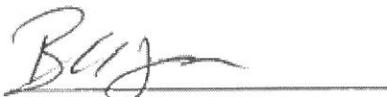
Article 5. ENTIRE AGREEMENT

The original contract, including this Amendment No. 1, and the Attachments referenced in the contract, constitutes the entire agreement and understanding between the parties with regard to its subject matter.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of the last date signed.

The Public Utility Commission of Texas

By:



Date: 2/22/18

Brian H. Lloyd
Executive Director

Kennedy Reporting Service, Inc.

By:



Date: 3/2/18

Lorrie A. Schnoor
President-Managing Reporter