

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
MOTOROLA SOLUTIONS, INC. CONTRACT
RELATED TO
GENERATOR REPLACEMENT
(Thrall)
(DIR-TSO-4101)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "MOTOROLA"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. In the event of a conflict between the documents listed in this paragraph, the order of precedence of the documents expressly incorporated (as if copied in full) into this Agreement shall be as follows:

- A. DIR-TSO-4101 (and relevant terms and conditions contained therein).
- B. MOTOROLA Proposal/SOW, dated April 22, 2021; and
- C. This Williamson County Contract Addendum.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court which shall not be unreasonably withheld.

IV.

Compliance with All Laws: MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

VI.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of equipment & services rendered and goods actually received.

VIII.

Right to Audit: MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits.

IX.

Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a MOTOROLA does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MOTOROLA, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the MOTOROLA.

To the extent, if any, that any provision in this Agreement or MOTOROLA's proposal(s) or quotes is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data

furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

X.

Mediation: Disputes shall be handled in accordance with Appendix A, Section 11.A of DIR Contract number DIR-TSO-4101.

XI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:
MOTOROLA:

Authorized Signature
Date: _____, 2021
2021



Authorized Signature
Date: November 9November 9,

EXHIBIT
MOTOROLA Proposal/SOW, dated April 22, 2021
(Incorporated herein as if copied in full)

WILLIAMSON COUNTY

THRALL GENERATOR REPLACEMENT

APRIL 22, 2021

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions. The Information provided in this budgetary submission is provided for evaluation purposes only and does not constitute a binding offer to sell or license any Motorola Solutions product or services. Motorola Solutions is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

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Motorola Solutions, Inc.
2120 W Braker Lane
Austin Texas 78758
USA

April 22, 2021

Thomas Piche
Williamson County Emergency Services
3171 SE Inner Loop
Georgetown, TX 78626

RE: Williamson County (Thrall) Generator Replacement

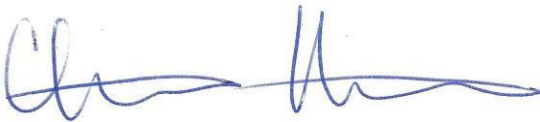
Dear Mr. Piche,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed budgetary proposal for the Thrall Generator Replacement. This Proposal consists of this cover letter, the Statement of Work, the System Description, Equipment List, and budgetary pricing summary and will remain valid for a period of Thirty (30) days from the date of this letter.

The information provided in this submission is provided for evaluation and budgetary purposes only and does not constitute a binding offer to sell or license any Motorola product or services. A final proposal would be subject to the terms and conditions of the Texas DIR-TSO-4101 Contract and its Exhibits. A firm offer would require more information and further detailed analysis of the requirements.

For any issues or concerns please contact your Account Manager, John Wells, at (210) 391-4931.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Chris Matthieu
Area Sales Manager

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SECTION 1

SYSTEM DESCRIPTION

1.1 PROPOSED SOLUTION

Motorola is pleased to provide to Williamson County this proposal for the replacement of the existing generator at the Thrall location. The generator will be sized a 1 phase 80KW Generator to align with the lifecycle plan for the county. Along with the generator replacement, a new automatic transfer switch (ATS) and a generator plug shall be installed in the event a failure to the generator occurs.

With the upsize of the generator, the site must also increase the electrical power for the site from 200A to 300A. The customer shall work with their electrical service provider to implement the increase in service. A detailed description of the task included in the scope above can be found in the Statement of Work section. Motorola has included 3 diagrams to summarize the scope of work as well.

1.2 EQUIPMENT LIST

Motorola and its partner Enertech will provide the following equipment as part of the generator replacement:

- (1) 1-PH 80 KW Diesel generator – Indoor with 189 Gal Tank
- (1) 300A AT, 120/240V 1-PH
- (1) Generator Plug
- (1) 400A Manual Transfer Switch
- (1) 300A Breaker Panel with capacity for 45 circuits



SECTION 2

STATEMENT OF WORK

2.1 MOTOROLA RESPONSIBILITY

Listed below is the scope of work for the tasks involved for this generator replacement.

Engineering

- Provide PE sealed drawings for the following SOW. Submit for permit for the following SOW.

Construction

Reference attached sketch with keyed notes.

- Replace existing 200A, 1 PH, meter and disconnect with new 300A, 1PH, 120/240V meter and 300A fused disconnect with 300A fuses. (Coordinate with local utility provider)
- Remove existing 2" PVC and install new 3" PVC conduit and 350 KCMIL, #5G in 3" PVC to shelter (approx. 23LF)
- Replace existing interior 200A/2P circuit breaker disconnect with new 300A/2P circuit breaker disconnect.
- Remove existing indoor Generac Generator and install new Generac Generator (80KW, 120/240V) and 189 Gal. diesel sub-base tank. (Contractor to verify new engine vent location with installation)
- Remove existing ATS and misc. conduit and install new 300A, 1PH ATS and 3" conduit
- Provide and install new 300A, 1PH 120/240V, manual transfer switch on existing generator room exterior shelter wall
- Provide and install 300A pin and sleeve receptacle (Appleton model AR40XX or approved equal) (Confirm customer-owned portable generator requirements for compatibility with customer)
- Provide and install control receptacle for start/stop of generator (NEMA L5-20R or approved equal)
- Relocate existing surge protection and power alarm circuits to new 300A panel
- Existing conduit and conductors to be replaced as required.
- Replace grounding on main panel and first sub-panel as required to meet minimum bend radius of 4".
- Dispose of existing generator and ATS following removal.
- Fill diesel tank of new sub-base tank once.

2.2 CUSTOMER RESPONSIBILITIES

- Supply and install new single phase HVAC units at the time of the electrical system upgrade. Existing HVAC systems will not operate with the new electrical system.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall

review and approve the re-submitted plans within 7 calendar days from the date of submittal.

- Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- If necessary, upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of ten (10) ohms or less, to be used on all fixed equipment supplied under this proposal.
- Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Proposal includes standard manufacturer generator warranty. Any additional maintenance outside of manufacturer warranty will be a customer responsibility.

2.3 ASSUMPTIONS

- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less with a standard ground rod installation. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Underground utilities are not present in the construction area, and as such no relocation will be required. Includes septic systems and irrigation systems. Location of existing utilities is not included unless specifically stated.
- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site will have adequate electrical service for the new components. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.



- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing site has adequate room to expand and install the new components, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, right-of-ways, or property lines.
- AM detuning or electromagnetic emission studies will not be required.
- Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.
- Foundations for shelters, generators, and fuel tanks are based on “normal soil” conditions as defined by TIA/EIA 222. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola’s R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.



SECTION 3

SERVICE/WARRANTY

The terms and conditions of the warranty on the proposed generator are based on the manufacturer provided warranty. No additional warranty/maintenance has been included above the standard manufacturer warranty.



SECTION 4

PRICING SUMMARY

Motorola's system solution and services are priced as follows:

Total solution price per equipment and services outlined in this proposal

Description	Price
Thrall Generator	
System Total (Services & Equipment)	\$196,161.00
DIR Contract Discount	(\$18,891.00)
TOTAL	\$177,270.00
Project price breakdown:	
Equipment	\$55,356.00
Services	\$121,914.00

