

AGREEMENT made as of the 10TH day of FEBRUARY in the year 2010.

BETWEEN the Owner:

and the Contractor:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626
512-943-3553 / 512-943-1575 FAX

Titus Systems, LP
1821 Central Commerce Court
Round Rock, TX 78664
512-252-7171 / 512-252-7278 FAX

for the following Project:

Installation of Fiber Optic Cable to Close Network Loop - RFP# 10WCP901

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOUCMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Attachments A (provided by Owner), B (Add Alternate Proposal), C (Scope of Work and Project Schedule), C-1 (Certificate of Insurance), D (Schedule of Values), Williamson County Request for Proposals # 10WCP901 and Addenda issued prior to execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor has entered into a contract with the Owner to perform certain labor and furnish supervision, labor, certain tools, equipment, materials and other services for the construction and completion of the Project in the manner set out in the Contract Documents, the work described in **Attachment C** of this Agreement.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION


§ 3.1 The date of commencement of the Work shall be in accordance with the terms of a notice to proceed from Owner. Contractor will prosecute the Work regularly, diligently and without interruption within the time specified in the progress schedule, which is set forth within the Scope of Work and Project Schedule. Contractor shall cooperate with Owner in scheduling and performing the Work to avoid conflict, delay in or interference with the work of other Contractors or Subcontractors.

§ 3.2 Delay means that the work shall be extended by one working day for each day the Contractor is reasonably unable to work because of the following as reasonably agreed to, in writing, by Contractor and Owner:

- Unusually adverse weather conditions that delay the Work, taking into consideration the location and season where the Work is being performed; or
- Owner preventing Contractor reasonable access to the Project; or
- Other circumstances or conditions beyond the Contractor's control; or
- Force majeure

§ 3.3 Completion of the Work is of the essence of this Agreement. Therefore, Contractor agrees:

1. to provide materials, equipment, tools, labor, and supervision necessary to commence the Work upon Owner's order to do so;
2. to perform the Work and all parts of the Work promptly, diligently, in a good and workmanlike manner in such order and sequence as set forth in the Scope of Services to assure the efficient, expeditious and timely prosecution of the entire Work;

____ Owner  Contractor

Williamson County RFP#10WCP901

3. and to furnish sufficient forces, supervision, tools, equipment, and materials, at such times and for such periods, as will result in the progress of the Work in a reasonable manner.

ARTICLE 4 CONTRACT SUM

§4.1 The Owner shall pay to Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eighty-Eight Thousand Five Hundred Twenty-Nine Dollars (\$88,529.00), subject to additions and deductions as provided in the Contract Documents.

§4.2 The Contract Sum is based upon the following alternates, if any which are described in the Contract Documents and are hereby accepted by the Owner:

Fiber Optic Cabling to Close Fiber Loop Proposal:	\$73,872.00
Connection to Lott Building:	\$12,441.00
Replace the Non-armored Fiber with Armored Fiber in Original Proposal:	\$3,405.00
Replace the Non-armored Fiber with Armored Fiber to the LOTT Building:	\$1,409.00
Rail Road Crossing Permit:	\$2,000.00
Deduction Due to Change in Route	-\$4,598.00

Note: Price does not include any pole or RR crossing Annual Lease Fees

§4.3 Owner may make changes in the Work or the time allowed to complete the Work by executing a written change order ("Change Order") signed by the Owner and Contractor respectively authorized representative setting forth any additions, deletions or alterations to the Work, the materials and equipment which are part of the Work, and any increase or decrease, if any, in the Contract Sum or time allowed to complete the Work, and Contractor shall promptly follow such Change Order. All Change Orders shall indicate the reasonable profit and overhead factor associated with the Work to be performed under a particular Change Order. Any Change Proposals must be approved in advance of the commencement of the Work. All terms of this Agreement shall apply to any changes in the Work in like manner and to the same extent as the Work. Employees of Contractor at the job site, including the Project Manager, are not authorized to execute Change Orders on behalf of Contractor.

§4.4 Subsequent Add Alternate Proposals

ALT#1: Underground Construction (If required through permit process):	\$13,850.00
ALT#2: Payment and Performance Bond: (If Required)	\$2,420.00

ARTICLE 5 PAYMENTS

§5.1 PROGRESS PAYMENTS

§5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

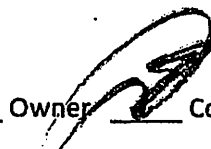
§5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

§5.1.3 Provided that an Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of Owner's receipt of such Application for Payment provided there is no dispute in relation to the amount requested in the Application for Payment.

§5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. This schedule, unless objected by the Owner, shall be used as a basis for reviewing the Contractor's Application for Payment.

§5.1.5 Application for Payment shall show the percentage of completion of each portion of the Work as the end of the period covered by the Application for Payment.

§5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

____ Owner  Contractor

.1 Take that portion of the Contract Sum properly allocable to the completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent (5%). The Contractor may also request payment for Work completed under a Construction Change Order in Applications for Payment.

.2 Add that portion of the Contract Sum properly associable to materials and equipment delivered and suitable stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at a location agreed upon in writing), less Retainage of zero percent (0%);

.3 Subtract the aggregate of previous payments made by the Owner

§5.1.7 Either party may request changes in the work as originally proposed in this Agreement. All changes will require a Change Order indicating work to be performed and the associated costs of such work including a reasonable profit and overhead factor. Any Change Proposals must be approved in advance of the commencement of the Work. Approved Change Orders may increase or decrease the Contract Sum.

§5.2 FINAL PAYMENT

§5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor with in thirty (30) days when

.1 Contractor gives written notice that all Work has been fully performed; and

.2 All acceptance of Work have been received and any appropriate and applicable certificates, permits and approvals have been issued, as contemplated in the Scope of Work and Project Schedule;

.3 A final Certificate of Payment has been issued by the Owner.

ARTICLE 6 DISPUTE RESOLUTION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the American Arbitration Association ("AAA") in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

ARTICLE 7 TERMINATION OR SUSENSION

§7.1 The Contractor may elect to terminate this Agreement for any of the following reasons:

§7.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

§7.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

____ Owner _____ Contractor

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§7.1.3 Because the Owner has not made payment on a Application for Payment in accordance with the terms of this Agreement or has not notified the Contractor of the reason for withholding payment; or

§7.1.4 Justifiable Cause: If, through no act or fault of the Contractor or Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, due to delays or interruptions of the entire Work by the Owner in the aggregate more than 120 days in any 365-day period.

§7.2 If one of the reasons described in Section 7.1 exists, the Contractor may, upon seven days' written notice to the Owner, terminate this Agreement and recover from the Owner payment for Work executed, including reasonable overhead and profit.

§7.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within twenty (20) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within twenty (20) days, then and in that instance, the twenty (20) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within twenty (20) days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies set forth herein and at law, terminate this Agreement.


§7.4 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 7.5 Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party provided that such terminating party is not then in breach of any of the covenants, terms and/or conditions of this Agreement. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Agreement for convenience provided that such terminating party is not then in breach of any of the covenants, terms and/or conditions of this Agreement.

§7.6 The Contract Sum shall be adjusted for increases in the cost caused by suspension, delay or interruption as described in Section 7.4. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent that performance is, was or would have been so delayed or interrupted by another cause for which the Contractor was responsible; or that an equitable adjustment is made or denied under another provision of this Agreement.

ARTICLE 8 WARRANTIES

Contractor warranties its workmanship of the Work for a period of three (3) years following the date of Final Payment and acceptance. The equipment and products that are provided as a party of Contractor's work shall contain a twenty-five (25) year or associated manufacturer's specified warranty that shall be transferred to the Owner following Final Payment and acceptance. During the warranty period, Contractor shall repair or replace, at no cost to Owner, all defective system components and/or correct deficiencies in workmanship within twenty-four (24) hours after receiving notification of such deficiency from Owner. Materials used in the Work will retain their respective Manufacturer's Warranty as provided by each manufacturer. Furthermore, Contractor shall implement the standard quality control procedures defined Williamson County Request for Proposals # 10WCP901 and as otherwise defined therein for installation of the fiber

____ Owner  Contractor

system. Contemporaneously with the execution of this Agreement, Contractor shall produce written criteria for quality control guidelines to be employed.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§9.1 Payment, Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Applications for Payment shall be paid by Owner within thirty (30) days from the date of the Williamson County Auditor's receipt of an Application for Payment. Interest charges for any late payments shall be paid by Owner 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 Owner'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. In the event that a discrepancy arises in relation to an Application for Payment, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an Application for Payment to evidence the amount claimed to be due, Owner shall notify Contractor of the discrepancy. Following Owner's notification of any discrepancy as to an Application for Payment, Contractor must resolve the discrepancy and resubmit a corrected or revised Application for Payment, which includes all required support documentation, to the Williamson County Auditor. Owner shall pay the Application for Payment within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised Application for Payment. Owner's payment of an Application for Payment that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised Application for Payment.

§9.2 Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the parties' representatives at the following addresses:

The Owner's representative

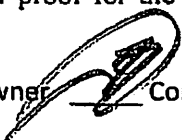
~~Bob Space, Purchasing Director~~ *Bill Bingham*
~~512-943-3553~~ *1423*
~~purchase@wilco.org~~ *bbingham@wilco.org*
~~Jonathan Harris, Asst. Purchasing Agent~~
~~512-943-1692~~
~~joharris@wilco.org~~

The Contractor's representative

Cory Brymer, Operations Manager
Cory.Bryment@Titus-Systems.com
Joseph E. Begey, Jr., CFO
Joe.Begey@Titus-Systems.com
512-252-7171

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

§9.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain

____ Owner  Contractor

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release based on force majeure, the party obligated to perform shall file a written request with the other party.

§9.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

§9.5 Indemnity. CONTRACTOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS OWNER, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONTRACTOR OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

§9.6 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

§9.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

§9.8 Assignment. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

§9.9 Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

§9.10 Incorporation of Exhibits and Attachments. All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

§9.11 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

§9.12 Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no

____ Owner  Contractor

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presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

§9.13 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

§9.14 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

§9.15 No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

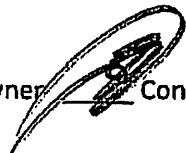
§9.16 Owner's Right to Audit. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor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

§9.17 Non-Appropriation and Fiscal Funding. The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Owner shall have the right to terminate this Agreement at the end of any Owner fiscal year if the governing body of Owner does not appropriate sufficient funds as determined by Owner's budget for the fiscal year in question. Owner may effect such termination by giving written notice of termination at the end of its then-current fiscal year. In the event Owner must terminate this Agreement pursuant to this provision, Owner hereby acknowledges that it is obligated to pay Contractor for all amounts, including all amounts of accepted change orders, contract amounts and purchase orders that are owing as of the date of Owner's termination.

ARTICLE 10 INSURANCE

§10.1 During the life of this Agreement, Contractor agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1 Million per occurrence and \$2 Million in the aggregate, including coverage on same for independent subcontractor(s).

____ Owner  Contractor

Williamson County RFP#10WCP901

WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1 Million per occurrence and \$2 Million in the aggregate. Contractor shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

Contractor shall not commence any Work under this Agreement until it has obtained all required insurance and such insurance has been approved by Owner. Contractor shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Contractor hereunder.

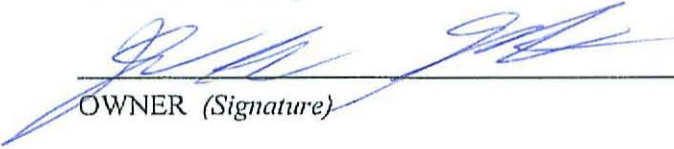
The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Contractor shall furnish Owner with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER OWNER HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

____ Owner  Contractor

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This Agreement entered into as the day and year first written above.

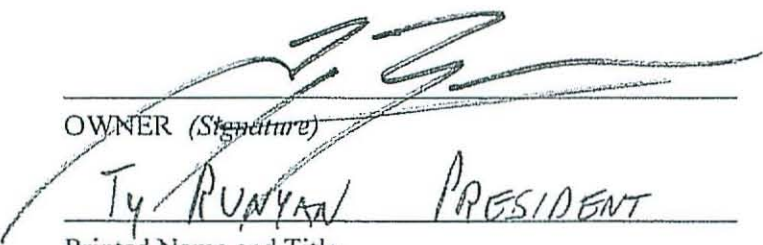
Williamson County


OWNER (Signature)

Printed Name and Title

2-25-2016
Signature Date

Titus Systems, LP


OWNER (Signature)

Ty RUNYAN PRESIDENT
Printed Name and Title

2/10/10
Signature Date

REVIEWED AND APPROVED:



Owner Contractor

Williamson County RFP#10WCP901

ATTACHMENT A

Attachment A

Please provide your response to the following listed criteria. Please include sufficient information that will reveal the experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Please note the following:

If the information you are submitting exceeds the space provided, you may attach additional sheets. Additional sheets should be clearly marked to reference the specific numbered criteria.

- 1) Pricing with detailed information of your proposed cable routing solution. Include separate price and routing solution for the possible connection of the Lott Center (30 pts)
(Please respond to this criterion in the provided space below)

Attached is a drawing of our planned route (Tab 1).

**This proposal assumes that we can attach to the existing poles, Placement of one pole along Hwy 29
and No underground construction required.**

Fiber Optic Cabling to Close Fiber Loop Proposal:	\$73,872.00
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Connection to Lott Building:	\$12,441.00
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- 2) Estimated project length (# of days), with and without the connection of the Lott Center (20 pts)
(Please respond to this criterion, in the provided space below)

Permits can will take an average of 4 weeks (depends on processing time).

Construction/Install will take 5 weeks (25 days) without the Lott Connection.

Construction/Install will take 7 weeks (35 days) with the Lott Connection.

- 3) Warranty/Guarantee to be provided to Williamson County (20 pts)
(Please respond to this criterion in the provided space below)

A Manufactures warranty will be provided for 25 years.

A 3 year Workmanship Warranty will also be provided by Titus Systems LP.

Clarifications:

Warranty will not cover any natural causes, tear downs or damages by others and or rodent damage.

- 4) Years of experience firm has in the fiber optic cable industry (10 pts)
(Please respond to this criterion in the provided space below)

Titus Systems has been in the Fiber Optic Industry for 23 Years.

- 5) Vendor Qualifications (certifications, licenses, personnel resumes, etc), and References from (3) three similar fiber optic cable installation projects (20 pts)
(Please respond to this criterion in the provided space below)

Attached is a detailed list of our Qualified Team (Tab 2).

Project References

Greater Austin Area Telecommunications Network (GAATN)

Contact: City of Austin
625 E. 10th Street, 6th floor, Austin, TX 78701
James Gomez, GAATN Network Manager 512.974.2482
James.gomez@ci.austin.tx.us
Contract Amount: \$1,400,000
Percent Complete: Maintenance
Completion Date: N/A
Bond Requirement: \$180,000

Design-Build Misc. Construction, Renovation & Alteration Projects

Owner: Department of the Army, Corps of Engineers
P.O. Box 17300, Fort Worth, TX 76102-0300
Contractor: Hensel Phelps Construction Company
P.O. Box 140107, Austin, TX 78714-0107
Ross Messner, Sr. Estimator 254.532.9170 rmessner@henselphelps.com
Contract Amount: \$685,740.00
Percent Complete: 100%
Completion Date: Feb. 2006
Bond Requirement: \$700,000.00

University of Mary Hardin-Baylor – Campus-wide Fiber upgrade

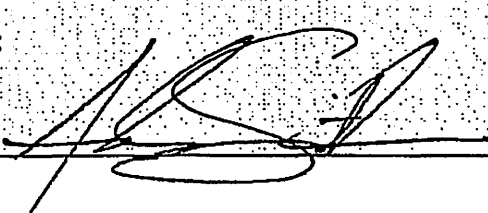
Owner: The University of Mary Hardin-Baylor
Contact: Shawn Kung, Director of Information Technology
900 College Street, UMHB Box 8425, Belton, TX 76513
Shawn.Kung@umhb.edu (254)295-4658
Contract Amount: \$145,838.00
Percent Complete: 100%
Start Date: July 2008
Completion Date: August 2008

Installation of Fiber Optic Cable to Close Network Loop



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:	Adam Smith
Name of Company:	Titus Systems, LP
Date:	12/30/09
Signature of person submitting form:	

Notarized:

Sworn and subscribed before me by: 	
on 12/29/09 (date)	

WILLIAMSON COUNTY PROPOSAL FORM
Installation of Fiber Optic Cable to Close Network Loop

PROPOSAL NUMBER: 10WCP901

NAME OF PROPOSER: **Titus Systems LP,**

Mailing Address: **1821 Central Commerce Ct. Suite 100**

City: **Round Rock** State: **Texas** Zip: **78664**

Email Address: **adam.smith@titus-systems.com**

Telephone: (**512**) **252-7171** Fax: (**512**) **252-7278**

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal Date: **12/30/09**

Printed Name and Title of Signer: **Adam Smith** **Lead Estimator**

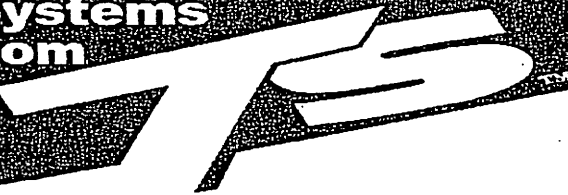
DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

ATTACHMENT B
ALTERNATE PROPOSAL

**Titus Systems
Data Com**

1821 Central Commerce Ct
Suite 100
Round Rock, TX 78664
512-252-7171
fax 252-7278



Attachment B

Add Alternate Proposal

Project: Williamson County Fiber Loop.

Date: 01/21/10

We appreciate your continued interest in our services and thank you for the chance to offer the following proposal for the Fiber Optic Cabling project referenced above. Below is the requested Add Alternate pricing.

<u>ALT#1: Replace the Non-armored Fiber with Armored Fiber in Original Proposal:</u>	<u>\$3,405.00</u>
<u>ALT#2: Replace the Non-armored Fiber with Armored Fiber to the LOTT Building:</u>	<u>\$1,409.00</u>
<u>ALT#3: Underground Construction (If required through permit process):</u>	<u>\$13,850.00</u>
<u>ALT#4: Rail Road Crossing Permit:</u>	<u>\$2000.00</u>
<u>ALT#5: Payment and Performance Bond: (If Desired/Required)</u>	<u>\$2420.00</u>

A. Clarifications/Qualifications/Exclusions:

1. Clarifications fall to original bid documents.
2. Price does not include any pole or RR crossing annual lease fees; these fees will be handled directly between Williamson County and utility provider/owner.

Should questions or the need for additional information arise, please feel free to contact me.

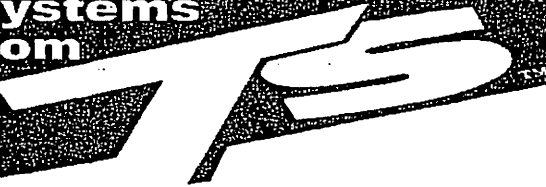
Thank you,

Adam Smith
Lead Estimator
Titus Systems, LP
512-252-7171

VOICE/DATA BROADBAND FIBER OPTIC FIRE/SECURITY

**Titus Systems
Data Com**

1821 Central Commerce Ct.
Suite 100
Round Rock, TX 78664
512-252-7171
fax 252-7278



Change in Route

Project: Williamson County Fiber Loop.

Date: 02/9/2010

Jonathan,

The following amount is for the changes in the route that we discussed with your firm. Our original design will be modified accordingly to reflect the changes in pathway reducing overall costs.

Total Deduct:

\$4,598.00

A. Clarifications/Qualifications/Exclusions:

1. Clarifications fall to original bid documents/contract.

Should questions or the need for additional information arise, please feel free to contact me.

Thank you,

Adam Smith
Lead Estimator
Titus Systems, LP
512-252-7171

ATTACHMENT C
SCOPE OF WORK AND PROGRESS SCHEDULE

SEE ATTACHMENT A

AERIAL FIBER OPTIC CABLING

General

1 Scope of work

These guidelines are to serve as the minimum requirement for all new construction and retrofit work, including all materials, equipment, and labor necessary to install, test, and certify cabling system. On new construction sites the conduits will be provided by other contractors.

- a. The structured cabling system for this project includes all communications cabling, wire ways, patch cords, and related connectors, mounting hardware, identification devices, accessories, and appurtenances for TIA/EIA Fiber Optic cabling system.
- b. The design review will be made available to the project site contact, data processing, and any additionally needed personnel prior to installation. This group will make up the Design Review Team. Design documents will be provided by the contractor with input from the Design Review Team. A joint site survey will be scheduled to verify and agree on requirements.
- c. Provide Fiber Optic Cabling to Close Fiber Loop with an Additional Alternate Proposal of connection of the Lott Center. The installation shall include all accessories, devices, and labor.

2 Submittals

- a. Submit for approval, manufacturer's catalog data bearing the printed logo or trademark for items proposed
- b. Receive approval in writing from the Design Review Team for each item of submission prior to commencing work. Items to be considered for substitution must be clearly indicated as a substitute item at time of submission.
- c. Samples of materials/devices shall be provided as requested by the Design Review Team. Samples shall be returned to the contractor after formal review is complete and written authorization to use submitted products has been received.
- d. As-built drawings shall be provided which indicate accurately all approved changes, labeling, actual device mounting locations, and all pertinent graphical information necessary to facilitate system administration, maintenance, and future moves. Contract drawings shall be furnished to the contractor and shall be returned and revised to reflect as-built conditions using the same format. The as-built drawings shall be returned no less than ten (10) working days from the substantial completion of the project and copies furnished to the members of the Design Review Team during the final inspection of each project.

3 Quality Assurance

- a. All work performed under this contract shall be done in accordance with the most recent issues of codes,
- b. The Aerial Fiber Optic Cabling System Contractor shall be an experienced firm regularly engaged in the layout and installation of cabling systems of similar size and complexity as required for this installation.
- c. A pre-design meeting may be held with the selected contractor to answer any further questions.

4 Delivery, Storage, and Handling

- a. The contractor shall make all arrangements to unload and transport delivered materials and equipment to the job site. Equipment and materials shall be received at the site in new condition and shall be maintained in new condition throughout the installation process.
- b. Designated telecommunication rooms may be used with the project manager's approval for material storage.
- c. Materials shall be new. Damaged or deteriorated equipment and material will not be acceptable.

5 Project/Site Conditions

- a. Conditions of the projects will vary with each installation. The majority of the buildings within the scope of this work will be occupied during this installation. Every consideration must be given to the building occupants.
- b. Projects may require some work to be performed when the building is unoccupied or after normal working hours.

6 Sequencing/Scheduling

- a. This task shall be the responsibility of the Aerial Fiber Optic Cabling System Contractor. Scheduling of work to be performed in existing, occupied buildings shall be the responsibility of the project manager along with the Design Review Team.

7 Warranty

- a. The installed structured cabling system shall be GUARANTEED against defects in material and installation for a minimum period of three years from the date of completion. Longer periods of warranty as provided by the equipment manufacturer will be provided.
- b. Upon completion of the project, all Owner's Manuals and related documents will be provided to the Design Review Team.

Execution

1 Installation

- a. The installation shall be in strict accordance with all applicable codes and standards, the respective manufacturer's written instructions, contract drawings, and these specifications. All materials, equipment, and devices shall be new and unused, of current manufacture of the highest grade, free from defects.
- b. Workmanship shall be of the highest grade in accordance with modern practice. The installed system shall be neat, clean, and well organized in appearance. Provide working clearances for normal system operation, reconfiguration, and repair.

2 Cabling

- a. Route cabling in provided/existing pathways if available. Install all required cabling support systems per TIA/EIA 568A. All cables shall follow the building at parallel and perpendicular angles and be supported every 4' with approved methods. No cables shall be supported by the ceiling grids or attached to any existing conduit or ceiling support wires.
- b. Any penetrations must be sleeved and fire stopped as required by NEC, State and County Codes.

3 Termination

- a. Fiber termination shall be made in strict accordance with TIA guidelines as well as the manufacture's printed instructions for both the cable and the termination device for all field connections in the "horizontal telecommunications link".

4 Identification

- a. Label cable at each end. All labels shall be produced using a laser printer and shall be easily readable from the floor level when viewing a backboard, panel, or communications outlet from the front. Handwritten labels are not acceptable. Provide data sheets describing proposed labeling products for cable and conduit with pre-installation submittals.
- b. Label all fiber and copper uplink cables to identify equipment connection.

5 System Verification and Acceptance

- a. Fiber Optic Cable shall be tested with a Anritsu OTDR. The OTDR shall be fitted with an appropriate storage device for storing test results in *.WMF format. Each strand of the installed fiber optic cabling, with mated connectors at each end, shall have a total power loss (in db) less than or equal to the manufacturers' performance specifications for the cable and connectors, when adjusted for the installed length, and with an allowable deviation of 1.0 db.
- b. Document results of testing and submit to the owner's representative for review and approval. The test log to be submitted shall include outlet identifiers as indicated on the drawings, the test date, the initials of the technician who performed the test, and the test results.

6 Instruction of Owner

- a.** Final acceptance shall include a "walk-through" of the system for location and labeling orientation, a discussion of overall system concepts and configuration, specific instruction in system reconfiguration using patch cords in the wiring closets, a review of the as-built drawings, a review of the system testing and acceptance documentation, and guidelines for basic trouble-shooting of the structured cabling system.
- b.** The instruction shall be presented in an organized and professional manner by a person who is thoroughly familiar with the installation.

ATTACHMENT C-1
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID MC
TITUS-1

DATE (MM/DD/YYYY)

01/22/10

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St Austin TX 78759 Phone: 512-452-8877 Fax: 512-452-0999		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Titus Systems, LP 1821 Central Commerce Ct., #100 Round Rock TX 78664		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: America First Lloyds	
		INSURER B: The Netherlands Ins. Co.	
		INSURER C: America First Ins. Co.	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	CBP9851354	05/28/09	05/28/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> XCU Included				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> Contractual				GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	BA9851654	05/28/09	05/28/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO			OTHER THAN AUTO ONLY: EA ACC	\$	
				AGG	\$		
C		EXCESS / UMBRELLA LIABILITY	CU9851854	05/28/09	05/28/10	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9850654	05/28/09	05/28/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER	CBP9851354	05/28/09	05/28/10	Per Item	50,000
		Equipment Floater				Max Limit	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Installation of Fiber Optic Cable to Close Network Loop
Proposal #10WCP901

CERTIFICATE HOLDER

WILCO02

Williamson County
Purchasing Department
301 SE Inner Loop, Ste. 106
Georgetown TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT D
SCHEDULE OF VALUE