

INTERLOCAL AGREEMENT
FOR THE PLACEMENT, OPERATION AND MAINTENANCE OF
WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM
TOWER SITE NO. 6 - "HIGH COUNTRY"

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK (the "City"), both of which are local governments and are political subdivisions of the State of Texas, and both of which may be referred to hereafter in this Agreement as a Party or the Parties.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.011(c)(2) provides that local governments may contract with other local governments to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, each of the parties hereto participates in a radio communications system to provide public safety radio communications within Williamson County and Travis County, Texas; and

WHEREAS, the parties have identified and agreed that a degraded area of radio communications system service area coverage exists in the southeastern portion of the City of Round Rock and Williamson County; and

WHEREAS, public safety and public service agencies operating in Williamson County routinely operate in this area and would benefit from the addition of a digital trunked radio tower site in this area to improve service coverage levels; and

WHEREAS, all parties have determined a suitable location for a radio tower site and desire that Williamson County design, place, maintain, and operate a digital trunked radio tower site as part of the Williamson County Radio Communications System;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

1. **Williamson County** - "County" shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

2. **Williamson County Radio Communications System (RCS)** – “RCS” shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.
3. **City** – “City” shall mean the City of Round Rock, Texas. Any reference in this Agreement to “City” shall include the respective officers, agents, employees and departments of the City of Round Rock.
4. **Day** – “Day” shall mean a calendar day.
5. **FCC** – The “FCC” shall mean the Federal Communications Commission.
6. **Fiscal Year** – “Fiscal Year” shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins each October 1 and ends on September 30 of the following year.
7. **IR Site** – The “IR Site” shall mean the “intelligent repeater” site which is a non-simulcast trunked site that utilizes independent frequencies, and which is linked to the Master Site Controller.
8. **Support Vendor** – “Support Vendor” shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

SECTION 2

PURPOSE

The general purpose of this Agreement is for the County to design, construct, operate, and maintain a new communications antenna tower site in the City of Round Rock, Williamson County, Texas. This site is known as the “High Country Site,” and is located at 2801 High Country Boulevard, Round Rock, Texas. Equipment will be affixed on an existing City of Round Rock elevated water storage tank (water tower). The addition of this site has been investigated by the Parties and a determination has been made that addition of this site will improve radio communications coverage service levels in eastern Round Rock, western Hutto, and southeastern Williamson County. The addition of this site is consistent with the RCS strategic plan.

SECTION 3

TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall be deemed to be effective on the date of the last party’s execution. The initial term of this Agreement shall be for ten (10) years, subject to the rights of withdrawal and termination as contained herein. Following the initial ten (10) year term, this Agreement may be renewed for a maximum of five (5) additional one-year periods, only upon express written agreement of the Parties, with each such period being subject to the rights of withdrawal and termination as contained herein.

SECTION 4
INSTALLATION OF EQUIPMENT AT THE HIGH COUNTRY SITE

Exhibit 1, attached hereto and incorporated herein by reference for all purposes, delineates all equipment to be installed at the High Country site. Exhibit 2, attached hereto and incorporated herein by reference for all purposes, delineates a scope of work from Motorola, the vendor performing the installation work for the County. The installation of the site equipment shall be in accordance with the scope of work attached. The County shall be solely financially responsible for the installation of all equipment, and shall additionally be solely financially responsible for permitting and the provision of infrastructure and separate utilities for that equipment's use. The installation of the equipment specified in the attached exhibits shall be performed in such a manner so as not to create damage of any sort to the water tower structure and so as not to create any impediments to the City's water operations and/or communications systems, including those attached to the water tower. During installation, the City's designated representatives shall have access to the water tower site and shall have the unimpeded ability to do onsite inspections during construction/installation of the County's radio equipment.

An eleven foot eight inch (11'8") by thirty-four foot (34') shelter may be constructed on a reinforced concrete foundation within the fenced area of the subject property as shown on Exhibit 3, attached hereto and incorporated herein by reference for all purposes.

SECTION 5
USE OF RADIO FREQUENCIES AT THE HIGH COUNTRY SITE

Subsection 5.01 Interference with City and County communications operations: The City understands that it is the intent of the County to serve its community of licenses with quality radio communications coverage that remains as free as possible from interference. At the same time, the County expressly acknowledges its understanding that the City's Water Department operations already utilize radio communications on 928 MHz and 952 MHz frequencies. Therefore, the Parties agree as follows:

- a. RCS will operate radio communications equipment installed at the High Country site in such a manner so as not to adversely affect the City's Water Department operations.
- b. In the event the City elects to allow the placement of radio communications equipment by any commercial enterprise(s) on the subject structure, the City shall require the enterprise to assure that no interference or degradation of RCS's coverage occurs.
- c. The City may place other City communications equipment on the water tower so long as said equipment is placed separately from the RCS equipment the subject of this Agreement, and so long as said equipment does not cause interference to RCS's radio communications equipment by the City's transmitter or other activities.

Subsection 5.02 Adding Additional City Equipment to Tower Top: Following the execution of this Agreement, prior to installation of any additional, City-owned communications equipment to the High Country site water tower, the City shall provide the County with a list of frequencies to be used at the site, and the County shall provide to the City a list of frequencies currently in use at the site. Utilizing both sets of frequencies, the City shall provide to the County an inter-modulation study prepared by an engineer reasonably acceptable to the County at the City's expense, showing no interference. If the County adds frequencies to the RCS, the City shall provide the County with a list of frequencies to be used at the site, and the County shall provide to the City a list of frequencies currently in use at the site. Utilizing both sets of frequencies, the County shall provide to the City an inter-modulation study prepared by an engineer reasonably acceptable to the County at the City's expense, showing no interference.

Subsection 5.03 Interference Mitigation: If interference occurs to either Party's system located on the water tower, the Parties shall mutually use best efforts to mitigate such interference. The County hereby expressly acknowledges and agrees that in no case whatsoever shall the City be required to cease operation of its system.

SECTION 6 **RCS'S OPERATIONS AT THE HIGH COUNTRY SITE**

Subsection 6.01 Site Access by RCS's personnel and Support Vendors: Although it is anticipated that the equipment building will be constructed such that RCS's personnel or their Support Vendors can access a majority of the equipment that may be needed to resolve RCS's performance issues, it is understood that such technicians may occasionally require access to the equipment housed on the site but outside the equipment building. Before being granted access to the secured areas of the site, all contractors working at the High Country site, as well as any of RCS's personnel and Support Vendors, shall be required to provide proof establishing compliance with the City's insurance requirements delineated in Exhibit 4, attached hereto and incorporated herein by reference for all purposes.

Subsection 6.02 Access to address emergency repair situations: Because the RCS provides public safety radio communications in emergency situations, both Parties understand the need for swift resolutions of issues affecting the radio infrastructure installed at the High Country site. In the event that RCS's personnel or their agents need immediate access to the site, the City will provide business-hour and after-hour contacts to facilitate access to this site. To the extent practical, access to the secure area of this facility should be coordinated during regular business hours. As a prerequisite to access to the site, all personnel from County, RCS, and any Support Vendors shall have on file with City current proof of meeting City's insurance requirements delineated herein in Exhibit 4, attached hereto and incorporated herein by reference for all purposes.

SECTION 7 **INSURANCE & MAINTENANCE**

Subsection 7.01 City Provided Insurance: City provides insurance on its properties and, upon request by County, will make available proof of same on the site the subject of this Agreement .

Subsection 7.02 City Provided Maintenance: City acknowledges that County's equipment is an integral element of the radio communications system for both public safety and public service agencies operating in the southeastern portion of the City and Williamson County and, if impaired or rendered inoperable could adversely affect the health, safety, and welfare of citizens served by this subject site. Therefore, City shall maintain City's equipment in such a manner to ensure that County's equipment is not impacted by damage. When performing maintenance and repairs to the City's water tower and related infrastructure, City shall take every precaution to prevent damage to County property or infrastructure. City shall notify County as soon as practicable of any maintenance, repairs, or other related events concerning the subject site so that County will have adequate opportunity to provide protection for its equipment and installation. In the event damage to County's property is caused by City, County shall retain the right to immediately repair such damage and thereafter pass the costs of such repair to City via appropriate personnel and channels.

Subsection 7.03 County Provided Insurance: County shall extend RCS insurance protection to County equipment installed at City site to ensure said equipment remains serviceable and in operation with minimal down time.

Subsection 7.04 County Provided Maintenance: County acknowledges that City's facility is an integral element of City's water delivery system and, if impaired or rendered inoperable could adversely affect the health, safety, and welfare of City's citizens served by this subject site. Therefore, County shall maintain County equipment in such a manner to ensure that City infrastructure is not impacted by damage or disrepair. When performing communications equipment maintenance, County shall take every precaution to prevent damage to City property or infrastructure. County shall notify City as soon as practicable of any maintenance, repairs, or other related events concerning the subject site so that City will have adequate opportunity to provide protection for its property or infrastructure. In the event damage to City's property or infrastructure is caused by County, City shall retain the right to immediately repair such damage and thereafter pass the costs of such repair to County/RCS via appropriate personnel and channels.

SECTION 8 **UTILITY COSTS**

Subsection 8.01: Utilities. County will install, maintain, and operate a separate utility service for the operation of all County radio communications equipment located at the High Country site separate and apart from any City electrical service, and County shall have the sole responsibility for any costs associated with such separate utility service.

SECTION 9 **WITHDRAWAL AND TERMINATION**

Subsection 9.01: Right to Withdraw. Either Party has the right to withdraw from this Agreement by providing express written notice to the other Party of its decision to withdraw at least one-hundred-eighty (180) days prior to its projected withdrawal date.

Subsection 11.02: Williamson County ownership of RCS Infrastructure located on City of Round Rock Property. In the event the City withdraws participation in this agreement prior to the initial ending term specified in Section 2 of this agreement, all RCS property (e.g., equipment shelter, generator, cabling bridge, electrical service, appurtenances, accoutrements, grounding ring and cables, etc.) will remain in place and operational unless:

- a. The City locates a suitable location for re-establishment of the system coverage service levels offered by this site with no appreciable degradation of existing public safety radio communications; and

The City bears all costs associated with the removal and re-establishment of a new tower site to include, but not limited to: land acquisition, licensing, permits, engineering, site preparation, tower construction, removal, reconstruction, replacement and/or re-location of all equipment to the new site location.

Subsection 9.02: Termination upon natural disaster: Should the High Country site be destroyed by natural or other unforeseen disaster, this Agreement shall terminate. In such a case, City would be released from further obligation to provide a tower site..

SECTION 10 **LIMITATION OF LIABILITY**

In no event shall one Party – including its agents, employees, officers, and representatives – be liable for any loss, damage, cost or expense attributable to the acts, omissions, negligence, willful misconduct or misrepresentations by the other Party.

SECTION 11 **MISCELLANEOUS PROVISIONS**

Subsection 11.01: 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 obligations of all Parties shall be construed and enforced in accordance therewith. All 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 valid and enforceable.

Subsection 11.02: Construction. Each Party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 11.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim. Attached exhibits are as follows:

- Exhibit 1 RCS System Owned-Enhancement Equipment
- Exhibit 2 Motorola Statement of Work
- Exhibit 3 Placement of Building and Equipment
- Exhibit 4 City's Insurance Requirements
- Exhibit 5 High Country Tank Antenna and Lines Installation Layout
- Exhibit 6 High Country Tank Bolt On Antenna Mounts
- Exhibit 7 High Country Tank Bolt On MW Antenna Mount

Subsection 11.04: 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 any Party or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each Party 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.

Subsection 11.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 11.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the prior written consent of both Parties. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement.

Subsection 11.07: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective Parties indicated below:

Williamson County
c/o: Williamson County Judge Dan A. Gattis (or successor)
710 Main Street
Georgetown, Texas 78626

City of Round Rock
c/o: Mayor's Office
221 East Main Street
Round Rock, Texas 78664

The above addresses for notice may be changed at any time by delivering written notice of change to the other Party at the appropriate address.

Subsection 11.09: 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.

Subsection 11.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 11.11: Compliance with Applicable Laws. All Parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any Party's zoning, franchise, or health and safety authority.

Subsection 11.12: Dispute Resolution. Should dispute arise between any Parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the senior administrative management of each entity. If such action does not result in timely resolution of the issue, the Parties shall retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by Parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

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.

Subsection 11.13: Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any Party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on the dates set forth below.

WILLIAMSON COUNTY

By: 

DAN A. GATTIS,
Williamson County Judge

Date: 04-19, 2012

CITY OF ROUND ROCK

By: 

ALAN MCGRAW,
Mayor, Round Rock, Texas

Date: March 22, 2012

ATTEST:

By: 

SARA WHITE,
City Secretary, Round Rock, Texas

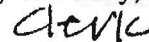


EXHIBIT 1

RCS SYSTEM OWNED-ENHANCEMENT EQUIPMENT

Subsection 1.01, High Country Antenna System:

Item #	Qty	Part Number	Description
SC15030802	10	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
SC15030802	1	TT05061AA	ADD: 1/2" TYPE N MALE POSITIVE STOP
SC15030802	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
SC15030802	1	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP
SC15030802	2	TDN9289	CABLE WRAP WEATHERPROOFING
SC15030802	250	L1713	CABLE: 1-1/4" LDF HELIAX POLY JKT P
SC15030802	1	TT05071AA	ADD: 1-1/4" 7-16 DIN FEMALE, POSITIV
SC15030802	1	TT04970AA	ADD: CONNECTOR ATTACHMENT FEE FOR L
SC15030802	1	DSL6TDFPS	1-1/4" 7-16 DIN FEMALE POSITIVE STO
SC15030802	5	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
SC15030802	3	DSL6SGRIP	1-1/4" SUPPORT HOIST GRIP
SC15030802	1	DSDSXLDMA	LIGHTNING ARRESTOR, 7-16DIN MALE/FE
SC15030802	1	DSBFD	BULKHEAD FLANGE MOUNT ADAPTER
SC15030802	40	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
SC15030802	1	TT05057AA	ADD: 1/2" 7-16 DIN MALE, POSITIVE S
SC15030802	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
SC15030802	1	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP
SC15030802	10	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
SC15030802	1	TT05061AA	ADD: 1/2" TYPE N MALE POSITIVE STOP
SC15030802	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
SC15030802	1	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP
SC15030802	2	TDN9289	CABLE WRAP WEATHERPROOFING
SC15030802	250	L1713	CABLE: 1-1/4" LDF HELIAX POLY JKT P
SC15030802	1	TT05071AA	ADD: 1-1/4" 7-16 DIN FEMALE, POSITIV
SC15030802	1	TT04970AA	ADD: CONNECTOR ATTACHMENT FEE FOR L
SC15030802	1	DSL6TDFPS	1-1/4" 7-16 DIN FEMALE POSITIVE STO
SC15030802	5	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
SC15030802	3	DSL6SGRIP	1-1/4" SUPPORT HOIST GRIP
SC15030802	1	DSDSXLDMA	LIGHTNING ARRESTOR, 7-16DIN MALE/FE
SC15030802	1	DSBFD	BULKHEAD FLANGE MOUNT ADAPTER

SC15030802	40	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
SC15030802	1	TT05057AA	ADD: 1/2" 7-16 DIN MALE, POSITIVE S
SC15030802	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
SC15030802	1	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP
SC15030802	10	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
SC15030802	1	TT05061AA	ADD: 1/2" TYPE N MALE POSITIVE STOP
SC15030802	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
SC15030802	1	DDN9386	1/2" TYPE N MALE POSITIVE STOP CONN
SC15030802	5	TDN9289	CABLE WRAP WEATHERPROOFING
SC15030802	5	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
SC15030802	1	TT05061AA	ADD: 1/2" TYPE N MALE POSITIVE STOP
SC15030802	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
SC15030802	1	TT05060AA	ADD: 1/2" TYPE N MALE POSITIVE STOP
SC15030802	1	TT04936AA	ADD: CONNECTOR ATTACHMENT FEE FOR L
SC15030802	250	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER
SC15030802	1	TT05176AA	ADD: 7/8" TYPE N FEMALE POSITIVE ST
SC15030802	1	TT04969AA	ADD: CONNECTOR ATTACHMENT FEE FOR A
SC15030802	1	DDN9498	7/8" TYPE N FEMALE POSITIVE STOP C
SC15030802	5	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
SC15030802	3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
SC15030802	250	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PE
SC15030802	1	TT05061AA	ADD: 1/2" TYPE N MALE POSITIVE STOP
SC15030802	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTE
SC15030802	1	DDN9385	1/2" TYPE N FEMALE POSITIVE STOP CO
SC15030802	5	TDN6673	1/2" CABLE GROUND CLAMP KIT
SC15030802	3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
SC15030802	2	DSCGXZ36NMNFA	400-1200MHZ +36 VOLT (CGXZ+36NMNF-A
SC15030802	40	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER
SC15030802	1	E701AG	ADD: 1/4" BNC MALE, STATION END CO
SC15030802	1	TT04929AA	ADD: CONNECTOR ATTACHMENT FEE FOR F
SC15030802	1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1
SC15030802	40	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER
SC15030802	2	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR
SC15030802	3	DQBMR12BB2	ANT 16DB 140DEG 806-869 WITH 2 DEG

Subsection 1.02 Point to Point List:

Qty	Item Description	Description
1	WB3226AA	PTP 49600 (5MHZ) CONNECTORISED - L
1	WB3262	PTP 49600 SOFTWARE KEY 5 --> 10MHZ
2	WB2530A	F/G,WARR,PTP 600 SER 2 YR EXTENDED
1	RDH4518A	HPD2-4.7 2-FT.(0.6M), HP, 4.5 -5.0G
2	TDN8411A	1/2" X 6' LDF N MALE
3	WB2907AA	LPU END KIT PTP400/600 (2 KITS REQU
1	WB3175A	REEL, BBDGE CAT 5E CABLE 1000FT
1	WB3177A	TYCO/AMP MOD PLUG RJ45, 25PK
1	TDN8533	RACK MOUNT SHELF 19 INCH
1	RDH4518A	HPD2-4.7 2-FT.(0.6M), HP, 4.5 -5.0G
2	TDN8411A	1/2" X 6' LDF N MALE
3	WB2907AA	LPU END KIT PTP400/600 (2 KITS REQU
1	WB3177A	TYCO/AMP MOD PLUG RJ45, 25PK
1	TDN8533	RACK MOUNT SHELF 19 INCH
1	WB3001BB	UPDATED GPS SYNCH BOX FOR PTP600

Subsection 1.03 Standard Building List:

Code	Qty	Item Description	Description
MSB	1	TT1001	MSB, 12'X24' 1-RM BLDG. INCLS GENER
MSB	1	TT01003AA	ADD: INDOOR GENERATOR (ADDS 10' LEN
MSB	1	TT01004AA	ALT: DIESEL GENERATOR (GENERAC)
MSB	1	TT01008AA	ADD: EXT GENERATOR RECEPT (EMERG/PO
MSB	1	TT01013AA	ALT: BULLET RESISTANT DOORS (ID GEN
MSB	1	TT01023AA	DEL: DELETE 20KVA/16KW UPS (QTY 2)

EXHIBIT 2

MOTOROLA STATEMENT OF WORK

1. STATEMENT OF WORK

This Statement of Work (SOW) describes the documentation to be furnished to Williamson County, and the tasks to be performed by Motorola, its subcontractors, and Williamson County to implement the solution described in this proposal and within the body of this document. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Williamson County during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle
- A list of the documents associated with the project
- A description of the responsibilities for both Motorola and Williamson County
- The qualifications and assumptions taken into consideration during the development of this project

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated within the realm of contract negotiations, Design Review (DR), and any other change that may occur during the execution of the project.

1.1 Phases and Tasks

Based on many years of experience, Motorola has developed a project lifecycle methodology that identifies major project phases—Contract/Project Initiation, Design Review, Order Processing, Manufacturing and Staging, Civil Work, Installation, System Optimization, Training, Acceptance Testing, Subscriber Installation, and Project Finalization. Depending on the particular project, all or some of these phases may be required. A visual representation of these phases is shown in Figure 1. Each phase follows a Work Breakdown Structure (WBS) that clearly identifies the work to be performed during this project.

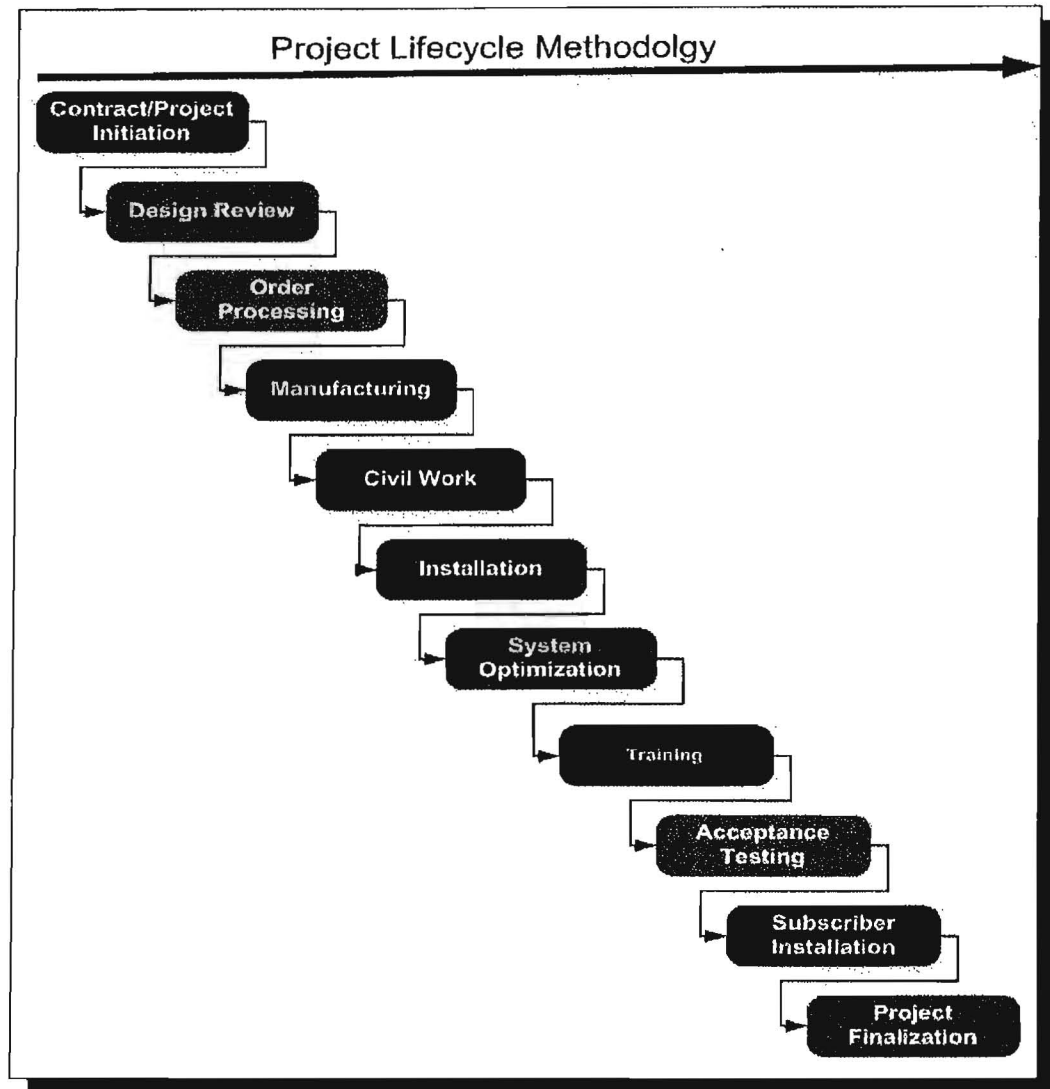


Figure 1: Project Lifecycle Methodology

Throughout the duration of this project, Motorola will provide the equipment and services within each phase as described within this SOW. Descriptions of the specific tasks associated with the individual phases are contained in the following sections.

1.1.1 Contract/Project Initiation

The implementation process will begin with the Contract/Project Initiation Phase. During this phase, the project teams from Motorola and Williamson County will meet to begin the project.

This phase is considered complete when the Project Kickoff Meeting has been held with Motorola and Williamson County in attendance and the project scope, schedule, and roles/responsibilities are discussed, agreed upon, and documented.

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.1.1 Identify Team and Administer Project

As the systems integrator, Motorola provides the resources and processes necessary to complete the tasks within this project. Motorola will designate a single individual as the program manager whose primary responsibility and authority will be to manage and administer this project to successful completion as defined within the Communications System Agreement (CSA). This individual is the Motorola point of contact for the Williamson County site addition project. The program manager will ensure that all objectives are met within schedule constraints, and provide timely reporting of the overall progress of the project via the refinement of the Project Schedule (DELIVERABLE 1), Project Status Reports (DELIVERABLE 2), Meeting Minutes (DELIVERABLE 3), and Action Item Logs (DELIVERABLE 4). In addition Motorola will ask that Williamson County identify a single point of contact to represent Williamson County and be responsible for all Williamson County's signature approvals.

1.1.1.2 Conduct Project Kickoff Meeting

The project will be initiated with a Project Kickoff Meeting that includes key Williamson County and Motorola project team participants. The date, time, and location of the meeting will be mutually agreed upon between Motorola and Williamson County. The objectives of this meeting include:

- ♦ Introduction of all project participants
- ♦ Review of the roles of the project participants to identify communication flows and decision-making authority between project participants
- ♦ Review of the overall project scope and objectives
- ♦ Review of the resource and scheduling requirements

- ♦ Review of the project schedule to address any upcoming milestones or events
- ♦ Review of the team interaction, meetings, reports, milestone acceptance, and Williamson County's participation in particular phases

Project schedules are integral to the management of the project and will be produced by the Motorola team to provide a timeline analysis for all phases of the project. The Project Schedule will emphasize all milestones and the critical path, which is essential for the successful completion of the project. Williamson County and Motorola will mutually agree upon the Project Schedule to determine implementation tasks, priorities, and inter-dependences. This Project Schedule will provide the framework for task completion. Changes to the schedule outside of the mutually agreed upon tasks and completion dates can be accommodated through mutual agreement or the change order process.

1.1.2 Design Review

After the Project Kickoff Meeting, Motorola and the Williamson County project teams will meet to review the proposed system design. The goal of this review is to achieve written agreement on the overall system design and deliverables. Various design documents will be presented for approval from Williamson County. These documents will form the basis of the system that will be manufactured, assembled, staged, and installed. This review is not intended to redesign the system architecture or to re-evaluate any specifications previously reviewed and approved. However, if in the course of design review discussions, changes to the design are identified that are determined to be outside of the proposal scope, the changes can be accommodated through the change order process.

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

This phase is considered complete when all documentation deliverables associated with this phase have been delivered to Williamson County and signed by the designated representative from Williamson County.

1.1.2.1 Conduct Site Evaluations

Motorola will conduct site evaluations in order to capture the site details of the system design and to determine site readiness. These evaluations will capture the viability of using the site from a personnel safety, system design and installation standpoint, as well as from a physical capacity standpoint to ensure that the site is

able to accommodate the proposed equipment. This task may include testing of existing equipment that will interface with the proposed equipment and will include the performance of a preliminary suitability review for the site(s) included in this proposal.

Motorola will prepare a Site Evaluation Report (DELIVERABLE 5) that summarizes the findings of the site evaluation. The report will include awareness of any personnel safety issues and any site preparation recommendations to Williamson County to aid in providing a suitable environment for system installation. If corrective design action is required or recommended, Motorola can be contracted, through the change order process, to provide a suitable environment for system installation.

1.1.2.2 Conduct Design Review

A Design Review (DR) Meeting will be held with Williamson County to ensure that all customer requirements are shown in the necessary customer approved documents and that the design meets those requirements. During this meeting, Motorola and Williamson County will review the operational requirements and the impact of those requirements on various equipment configurations. The goals of this meeting are to establish a firm baseline for the system design, identify any special product requirements and their impact on system implementation, and review the Acceptance Test Plan (DELIVERABLE 6). The system design is "frozen" at this point, in preparation for the subsequent phases of the project such as Order Processing and Manufacturing.

The results of the DR Meeting will be documented in the Design Documentation (DELIVERABLE 7) that will include the updated System Description, updated Statement of Work, updated Equipment List, updated Project Schedule, and system drawings or other documents applicable to the project.

1.1.3 Order Processing

The completion of the Design Review phase, resulting in a final design and equipment list that includes any modifications as identified during the DR Meeting, triggers the onset of the Order Processing Phase.

To ensure an accurate and complete order, the Equipment List goes through a validation process that checks for valid model numbers, valid versions, compatible options to main equipment, and delivery data. Validation is not complete until the system verifies that the Equipment List contains the correct model

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

numbers, version, options, and delivery data.

As part of this process, Motorola also confirms with Williamson County the secure storage location(s) for this equipment and creates Ship Views. Ship Views are the mailing labels that carry complete shipping information as supplied by Williamson County. They direct the timing, method of shipment and ship path each item will take to reach their ultimate destination. This makes the tracking of the factory orders more manageable for the program manager and team.

The final step within order processing is the creation of the orders for the equipment based on all the information gathered. Once the Equipment List has cleared all validation points, a Motorola Credit Analyst will reconcile the list(s) to the original purchase order or contract. The procurement of third party equipment also takes place during this phase of the project.

This phase will be deemed complete when the equipment order is bridged to the manufacturing facility.

1.1.4 Manufacturing

Based on the equipment order, Motorola will manufacture and/or procure the items necessary for the system. For Motorola manufactured equipment, the manufacturing facility will test each subsystem from its base kit or module level. In addition to the individual tests applied to all units shipped, Motorola's Product Quality Engineering Department performs additional tests on periodic samples. These additional tests include performance tests under environmental extremes (e.g., temperature, humidity, vibration, etc.).

This phase will be deemed complete when the equipment is either ready to be shipped to Williamson County for field installation and testing or is ready to be staged at Motorola's Customer Center for Solutions Integration (CCSi).

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.4.1 Stage Equipment/Factory or Field Acceptance Test

This system will undergo a Factory Acceptance Test (FAT) at Motorola's Customer Center for Solutions Integration (CCSi). Specialized technical teams work with factory and field program managers, project engineers, and product group personnel to set up the system at CCSi. All cables with required connectors will be installed between the various system components to provide an operational system within the

staging facility if possible. (Interfaces to field databases or some other field interfaces cannot be staged at CCSi, and therefore those connections cannot be duplicated within the CCSi facility). CCSi staff builds the system from approved drawings, configuring equipment as it will be at its final destination. With the assistance of the Motorola project team assigned to the Williamson County Project, and with Williamson County in attendance if desired, CCSi staff will run factory test procedures to ensure that the system is working per design. The intent of the FAT is to verify system functionality and to expedite the installation effort at the final installation location(s).

Additional testing will be performed in the field as identified in the System Description.

1.1.5 Civil Work

This proposal includes civil work to be done at the High Country Water Tower Site and three (3) Tower options at the Tower Road (a guyed tower, a self supporting tower, and rental tower). The sites are to be located at the following coordinates:

- ◆ High Country -- 30:29:27.06N, 97:37:8.96W
- ◆ Tower Road --30:40:27.8N, 97:48:42W

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.5.1 High Country Site Development

This is an existing water tank site that resides within a fenced and locked compound. Motorola will provide a new 12' x 34' shelter with an internal 70 kW diesel generator. The water tower will be fitted with an antenna mounting structure that is designed for water tank usage.

Site Scope Summary

- Engineering Services for site drawings and regulatory approvals
- Zoning and local permitting services
- New power run - 40 feet, Electrical service type: Underground, 300 Amp - 120/240V, single-phase
- New shelter size - 12' x 34'
- New fuel tank size - 150 gallons- , Type - Diesel sub-base
- New generator size - 70 kW, Type - Indoor
- Existing tower to be used for antennas - 150' Water Tank

Project Note/Caveat:

- When mounting on the High County Water Tower, the coax cabling will be routed through a protective conduit, however, if the tower is sandblasted, the sandblasting crews will need to take precautions not to sandblast the exposed antennas (trunking and PTP) as antenna damage is possible. In the event that the antennas are damaged during sandblasting, Motorola will not be held liable.

Motorola Will:

Site Zoning

- Provide a property specialist for up to one (1) day(s) to assist Williamson County in the site leasing, zoning and permitting. Should additional time or resources be required for zoning and permitting thus requiring additional documentation, submittals, resources or work, Motorola will notify of such action in writing. Upon execution of a negotiated contract change order, Motorola will move forward as required to complete the zoning and permitting process. Motorola will not be held accountable for schedule slippage associated with such requests nor shall other reasonable payments or project milestones be withheld.
- Coordinate zoning and permitting of antenna installation on the site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- At completion of site construction, prepare record drawings of the site showing the as-built information
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary, to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals or work.
- Provide a structural engineering analysis for antenna support structure to support the proposed equipment loads.

- Prepare photo renderings of how a specific site or sites would look after completion.
- Provide an expert witness for up to one (1) day(s) to attend or testify at public meetings and/or hearings to provide expert testimony to assist in obtaining zoning approvals.
- Design multi-antenna support platform to support proposed antennas and dishes
- Research permit requirements (building, utility and construction permits) for the construction of the proposed site, and determine if the permits are required. If a permit is required, then Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of Williamson County.
- Submit the completed application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control may result in additional costs.
- Supply and install gravel surfacing to a depth of six (6) inches, underlain with geotextile fabric within the fenced-in site compound area and a three (3)-foot path around it (not to exceed 920 square feet).
- Supply and install eight (8) guard posts.

Site Components Installation

- Construct (1) reinforced concrete foundation necessary for a 12' x 34' shelter.
- Supply and install one (1) prefabricated concrete shelter 12' x 34' (including ten (10)-foot gen room).
- Supply and install one (1) 120 / 240 volt, 300 amp, single-phasesmeter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 40 cable feet of the shelter.
- Supply and install a grounding system around the shelter, tied to the fence and other new metal structures within the compound to meet Motorola's R56 standards.
- Conduct one (1) three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Williamson County.
- Supply and install one (1) freestanding 24-inch wide cable/ice bridge from the tower to the shelter (up to 15 linear feet).

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install one (1) tower top amplifier.
- Install one (1) 2' PTP dish.
- Install up to 250 linear feet of ½ inch transmission line.
- Install up to 250 linear feet of 7/8 inch transmission line.
- Install up to 500 linear feet of 1 ¼ inch transmission line.
- Install up to 500 linear feet of Outdoor Cat5 cable for PTP dish.
- Supply and install protective metal conduit up to 40' on the external portion of the water tank installation for all cable runs
- Perform and document sweep tests on transmission lines.
- Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.
- Provide and install up to 30 linear ft of sleepers and attachment hardware for supporting transmission lines every three feet.
- Supply and install 24-inch wide cable ladder to support RF transmission lines up to 150 linear feet.
- Supply and install up to three (3) ground bus bars at top, bottom and cable transition point, in compliance with R56 standards
- Supply and install #2/0 stranded copper ground (not to exceed 150 linear feet) for grounding the antennas to the building ground.

Existing Facility Improvement Work

- Supply and install 24 inches wide cable runway (up to 25 linear feet) inside the existing room.
- Supply and install 75kVA, 120/240V primary and 120/240V secondary, four winding, single phase, 60Hz transformer.

Grounding Enhancement

- Supply and install seven (7) chemical rods.

Miscellaneous Work

- Initial fuel fill up on diesel generator tank
- 40 foot of sidewalk from parking area to both doors on the equipment shelter.
- Design, supply and install a custom antenna mounting structure on top of the water tank
- Utilize man lift for coaxial cable installation as needed.
- Cut hole in concrete wall for entry port
- Cut hole and weld exit ports at top of water tower (up to 3)

Williamson County Will:

- License all RF usage for the site, including frequencies for the RF system and the Point-to-point link
- Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- Assist Motorola with permitting for sites as owner/lessee.
- As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is Williamson County's responsibility.
- Pay for all utility connection, pole or line extensions and any easement or usage fees
- Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, Williamson County shall review and approve the re-submitted plans within seven (7) calendar days from the date of Motorola's submittal.
- Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an ongoing 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.
- Secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- 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.
- Provide clear and stable access road 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.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.

Assumptions:

- 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. - 5:00 p.m.)
- Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.

- All recurring and non-recurring utility costs (including but not limited to generator fuel (except first fill), electrical, Telco) will be borne by Williamson County or the site owner.
- All utility installations shall be coordinated and paid for by Williamson County or the site owner and located at jointly agreed location(s) within or around the new communications shelter or equipment room.
- Site has adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line or pole extensions have not been included.
- Pricing has been based on National codes such as IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Site is being constructed at a location where hazardous materials are not present. Testing and removal of hazardous materials encountered during site investigations or construction will be the responsibility of Williamson County.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access
- If extremely harsh or difficult weather conditions exist and delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Existing facility has an adequate ground system with a ground resistance of 10 ohms or less.
- The water tank is structurally capable of supporting the new antenna mounting structure, proposed antennas, cables and ancillary equipment. Motorola has not included any cost for structural or foundation upgrades to support the proposed equipment other than specifically identified in this Statement of Work
- Extensive documentation (balloon tests, photo simulations, expert testimony etc.) to support zoning effort for existing structures is not required.

1.1.5.3 Site Development for Tower Road Site : Optional 380 SSV site

This is a raw land site that is owned by a private party. Motorola will provide a 12' x 34' shelter with an internal 70 kW diesel generator and fuel tank, a 380-foot SSV tower, all enclosed in a 70' x 70' foot fenced and locked compound.

Site Scope Summary

- Engineering Services for site drawings and regulatory approvals
- Zoning and local permitting services

- New fenced compound/expansion size - 70' x 70'
- Road length requiring improvement – up to 50 feet
- New power run - 250 feet, Electrical service type: Underground, 300 Amp - 120/240V, single-phase
- New shelter size - 12' x 34'
- New fuel tank size - 150 gallons- , Type - Diesel sub-base
- New generator size - 70 kW, Type - Indoor
- New tower to be used for antennas - 380 ' self -supported tower
- New tower foundation size - 206.8 cubic yard, Type - Pier and pad

Motorola Will:

Site Zoning

- Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- If necessary prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- At completion of site construction, prepare record drawings of the site showing the as-built information
- Perform construction staking around the site to establish reference points for proposed construction
- Prepare photo renderings of how a specific site or sites would look after completion.
- Provide an expert witness for up to two (2) day(s) to attend or testify at public meetings and/or hearings to provide expert testimony to assist in obtaining zoning approvals if required.
- Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communications facility “may have a significant environmental impact” and thus require additional documentation, submittals or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.

- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare a geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Prior to foundation installation, conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- After site construction, perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
- Research permit requirements (building, utility, construction and FAA permits) for the construction of the proposed site, and determine if the permits are required. If a permit is required, Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of Williamson County.
- Submit the completed application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control may result in additional costs.
- Grade the site compound and ten (10)-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 8100 square feet).
- Supply and install gravel surfacing to a depth of six (6) inches, underlain with geotextile fabric within the fenced-in site compound area and a three (3)-foot path around it (not to exceed 5776 square feet).
- Provide a 15-foot wide access road (not to exceed 50 feet in length), including surface grading and graveling
- Provide silt fence around the compound to control soil erosion (not to exceed 280 linear feet).
- Supply and install eight (8)-foot high chain link fencing with a ten (10)-foot wide gate around the shelter compound (not to exceed 280 linear feet).
- Relocate existing farm gate and install up to 200' of barbed-wire cattle fence.
- Perform site touchup (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct (1) reinforced concrete foundation necessary for a 12' x 34' shelter.
- Supply and install one (1) prefabricated concrete shelter 12' x 34' (including ten (10)-foot generator room).
- Supply and install one (1) 120 / 240 volt, 300 amp, single-phasesmeter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 250 cable feet of the shelter.
- Supply and install a grounding system around the shelter tied to the fence and other new metal structures within the compound to meet Motorola's R56 standards.
- Conduct one (1) three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Williamson County.
- Supply and install one (1) freestanding 24-inch wide cable/ice bridge from the tower to the shelter (up to 15 linear feet).

Tower Work

- Construct pier and pad type tower foundations including excavation, rebar and concrete (not to exceed 206.8 cubic yards).
- Erect one (1) new 380-foot self-supported tower with strobe lighting, and top-mounted 12' circular platform with 6 Bogner mounts.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install one (1) tower top amplifier(s).
- Install one (1) 2' PTP dish.
- Supply and install protective grating for PTP dish
- Install up to 420 linear feet of 1/2 inch transmission line.
- Install up to 420 linear feet of 7/8 inch transmission line.
- Install up to 840 linear feet of 1-1/4 inch transmission line.
- Install up to 840 linear feet of outdoor Cat5 for PTP dish.
- Perform and document sweep tests on transmission lines.
- Provide and install six-hole hanger blocks (if necessary) and attachment hardware for supporting transmission lines on the antenna support structure every three feet.
- Supply and install one (1) ground bus bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Grounding Enhancement

- Supply and install seven (7) chemical rods.

Miscellaneous Work

- Initial fuel fill up on diesel generator tank
- 40 foot of sidewalk from parking area to both doors on the equipment shelter.
- Install isolation transformer including bolting down and wiring to disconnect located within 20'

Williamson County Will:

- License all RF usage for the site, including frequencies for the RF system and the point-to-point link
- Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- Assist Motorola with permitting for sites as owner/lessee.
- As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is Williamson County's responsibility.
- Pay for all utility connection, pole or line extensions and any easement or usage fees
- Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, Williamson County shall review and approve the re-submitted plans within seven (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 ongoing 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.
- Secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- 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.
- Secure power connection to the site, associated permitting and installation of a meter and disconnect within 250 feet of the proposed shelter location.
- Provide additional temporary space for staging the construction equipment during the construction of new site facilities (tower and shelter).

Assumptions:

- 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. - 5:00 p.m.)

- Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- All recurring and non-recurring utility costs (including but not limited to generator fuel (except first fill), electrical, Telco) will be borne by Williamson County or the site owner.
- All utility installations shall be coordinated and paid for by Williamson County or the site owner and located at jointly agreed location(s) within or around the new communications shelter or equipment room.
- Site has adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line or pole extensions have not been included.
- Pricing has been based on National codes such as IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Site is being constructed at a location where hazardous materials are not present. Testing and removal of hazardous materials encountered during site investigations or construction will be the responsibility of Williamson County or the site owner.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access
- If extremely harsh or difficult weather conditions exist and delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on presumptive sand soil parameters, as defined by EIA-222-G. Rock coring, piling, extensive dewatering of foundations, permanent casings, and hazardous material removal has not been included.
- For zoning approvals, a maximum of 60 days will be required from time of submittal with attendance at maximum of two (2) required planning meetings.
- The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting
- The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate. Additional landscaping or aesthetic improvements (decorative fencing, tree plantings, stealth towers etc.) will not be required.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will review the impact to tower structure and foundations and revise applicable costs
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.

- For new towers greater than 200 feet in overall height, medium intensity strobe lighting has been included. Painting or dual lighting of any new towers has not been included.
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56, revision 09/01/2005).
- Underground utilities are not present in the construction area, and as such no relocation will be required
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location
- Foundations for the shelter are based on "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering or hazardous material removal have not been included

Completion Criteria

- Site development completed and approved by Williamson County

1.1.5.4 Site Development for Optional Tower Road Rental Site

This is an existing American Tower rental site with a 300-foot guyed tower. Motorola will provide a 12 x 34 shelter with an internal 70 KW diesel generator, all enclosed in fenced and locked compound.

Site Scope Summary

- Engineering Services for site drawings and regulatory approvals
- Zoning and local permitting services
- New fenced compound/expansion size - 50' x 40'
- Road length requiring improvement - 50 feet
- New power run - 75 feet, Electrical service type: Underground, 300 Amp - 120/240V, single-phase
- New shelter size - 12' x 34'
- New fuel tank size - 150 gallons- , Type - Diesel sub-base
- New generator size - 70 KW, Type - Indoor
- Existing tower to be used for antennas - 300 ' Guyed Tower

Motorola Will:

Site Zoning

- Coordinate zoning and permitting of the antenna installation on the existing tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

- Prepare photo renderings of how a specific site or sites would look after completion.
- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- If necessary prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- At completion of site construction, prepare record drawings of the site showing the as-built information
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals or work.
- Provide a structural engineering analysis for the antenna support structure to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Williamson County
- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Research permit requirements (building, utility and construction) for the construction of the proposed site, and determine if the permits are required. If a permit is required, the Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of Williamson County.
- Submit the completed application forms, to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Grade the site compound and ten (10)-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 4200 square feet).
- Supply and install gravel surfacing to a depth of six (6) inches, underlain with geotextile fabric within the fenced-in site compound area and a three (3)-foot path around it (not to exceed 2576 square feet).
- Provide a 15-foot wide access road (not to exceed 50 feet in length), including surface grading and graveling
- Provide silt fence around the compound to control soil erosion (not to exceed 180 linear feet).
- Supply and install eight (8)-foot high chain link fencing with a ten (10)-foot wide gate around the shelter compound (not to exceed 180 linear feet).
- Perform site touchup (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct (1) reinforced concrete foundation necessary for a 12' x 34' shelter.
- Supply and install one (1) prefabricated concrete shelter 12' x 34' (including ten (10)-foot gen room).
- Supply and install one (1) 120 / 240 volt, 300 amp, single-phases meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 75 cable feet of the shelter.
- Supply and install a grounding system around the shelter tied to the fence and other new metal structures within the compound to meet Motorola's R56 standards.
- Conduct one (1) three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Williamson County.
- Supply and install one (1) freestanding 24-inch wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install one (1) tower top amplifier(s).
- Install one (1) 2' PTP dish.
- Supply and install protective grating over PTP dish
- Install up to 350 linear feet of 1/2 inch transmission line.
- Install up to 350 linear feet of 7/8 inch transmission line.
- Install up to 700 linear feet of 1-1/4 inch transmission line.
- Install up to 700 linear feet of outdoor Cat5 cable for PTP dish.
- Perform and document sweep tests on transmission lines.
- Provide and install six hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.
- Supply and install one (1) ground bus bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Grounding Enhancement

- Supply and install seven (7) chemical rods.

Miscellaneous Work

- Initial fuel fill up on diesel generator tank
- 40 foot of sidewalk from parking area to both doors on the equipment shelter.
- Install isolation transformer including bolting down and wiring to disconnect located within 20'.

Williamson County Will:

- License all RF usage for the site, including frequencies for the RF system and the Point-to-point link
- Provide EME plans for the site to comply with FCC requirements prior to starting tower work.
- Assist Motorola with permitting for sites as owner/lessee.
- As applicable, coordinate, prepare, submit and pay for all required permits and inspections for the work that is Williamson County's responsibility.
- Pay for all utility connection, pole or line extensions and any easement or usage fees
- Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, Williamson County shall review and approve the re-submitted plans within seven (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 ongoing 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.
- Secure clear and unencumbered title, Memorandum of Understanding (MOU) or Lease Agreement with the property owner.
- 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.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna mounting structures.
- If available from tower owner, provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.

Assumptions:

- 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. - 5:00 p.m.)
- Temporary site trailers (tower, housing, COWS and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- All recurring and non-recurring utility costs (including but not limited to generator fuel (except first fill), electrical, Telco) will be the responsibility of Williamson County or the site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed location(s) within or around the new communications shelter or equipment room.
- Site has adequate electrical service for the new shelter and tower. 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.
- Site is being constructed at a location where hazardous materials are not present. Testing and removal of hazardous materials encountered during site investigations or construction will be the responsibility of Williamson County.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access

- If extremely harsh or difficult weather conditions exist that delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's standards and guidelines for communications sites (R56, revision 09/01/2005).
- The existing site has adequate room to expand and install the shelter, including lay down and staging areas without encroaching on wetlands, easements, setbacks, right-of-ways or property lines.
- AM detuning or Electro-magnetic emission studies will not be required
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included
- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- The new shelter can be located within 20 feet of the existing tower location
- Restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate. Additional landscaping or aesthetic improvements (decorative fencing, stealth towers, etc.) have not been included in this proposal.
- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- Underground utilities are not present in the construction area and as such no relocation will be required.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- Foundation for the shelter is based on "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering or hazardous material removal have not been included

Completion Criteria

- Site development completed and approved by Williamson County.

1.1.5.5 Prime Site PTP Install

- Install one (1) 4.9 GHz PTP link from High Country Water Tank Site to the Williamson County Prime Site Tower.
- Install 2' PTP dish at a height of 120' at the Prime Site Tower.
- Furnish and install protective grating over PTP dish
- Install CAT5 runs for the Ethernet/Power connection and T1 connection to the indoor LPUs
- Perform Field Path Survey along proposed path prior to install to identify all existing path obstructions.
- Perform CAT5 connectivity tests from the indoor LPU (Motorola Installed) and the installed ODU
- Furnish and install necessary CAT5 hangers and ground clamps for the ground kits to the tower/coax ladder
- Furnish and install a mounting rail on the outside of the shelter located underneath the cable entry port to accommodate LPUs located at the bottom of the CAT5 runs.
- PTP Link Optimization and Alignment.

1.1.5.6 Liberty Hill PTP Install

- Install one (1) 4.9 GHz PTP link from the 380' Tower Road Tower to the Williamson County Liberty Hill Site Tower.
- Install 2' PTP dish at a height of 250' at the Liberty Hill Tower Site
- Furnish and install protective grating over PTP dish
- Install CAT5 runs for the Ethernet/Power connection and T1 connection to the indoor LPUs
- Perform a Field Path Survey along the proposed path prior to installation to identify all existing path obstructions. (Includes a Field Path Survey Result Report)
- Perform CAT5 connectivity tests from the indoor LPU (Motorola Installed) and the installed ODU.
- Furnish and install necessary CAT5 hangers and ground clamps for the ground kits to the tower/coax ladder.
- Furnish and install a mounting rail on the outside of the shelter located underneath the cable entry port to accommodate the LPUs located at the bottom of the CAT5 runs.
- PTP Link Optimization and Alignment.
-

1.1.6 Equipment Installation

WBS

WBS Name

Once the equipment is received at the secure location designated by Williamson County and the Civil Work is complete, Motorola will install the equipment per the approved design documentation. During field installation of the equipment, any required changes to the installation will be noted and included with the final "as-built" documentation of the system. The "as-built" documents will be provided along with the maintenance and operator manuals upon project completion.

This phase will be deemed completed when all equipment has been installed at the location designated by Williamson County.

Element	
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.6.1 Manage Receipt of Equipment

Motorola will ensure that all equipment is sent to a customer secured storage location designated by Williamson County, coordinate the receipt of all equipment with the Williamson County point of contact, and inventory all equipment.

1.1.6.2 Install Equipment

Motorola will install the equipment included in this project in the proposed equipment shelters. Motorola will interface network connections supplied by Williamson County from the established point(s) of demarcation into the Motorola supplied equipment as identified below. Examples of connections may include, but are not limited to, site links, and existing radio system interfaces. These interfaces will be done from a demarcation point located within the equipment room at a point not to exceed 50' from the supplied equipment. Specifically, Motorola

- Will bond the supplied equipment to the site ground system in accordance with the Motorola document Standards and Guidelines for Communication Sites (R56) (DELIVERABLE 8).
- Will install system equipment as specified by the Equipment List, System Description and system drawings
- Will Install the PTP microwave link under the following conditions:
 - The PTP can only be installed if the Prime Site and Liberty Hill Site towers pass the tower analysis with the PTP installs at 100' and 200', respectively.
 - PTP can only be installed if the links pass the detailed field path analysis.

The installation pricing assumes that the building facility has sufficient heating, ventilation and air conditioning (HVAC), space, necessary power and back-up power,

along with required cable routing facilities to interconnect the hardware. Facility improvements and/or temporary installations of equipment have not been included in this proposal. If desired, Motorola can provide Williamson County with such pricing after visiting the site to determine the scope of the additional work involved.

1.1.7 System Optimization

Prior to applying power to the equipment, a site evaluation report will be created to verify that the site meets or exceeds the requirements as defined in the Motorola document Standards and Guidelines for Communication Sites (R56).

Upon completion of the installation process, the system will have power applied and will then be optimized by Motorola personnel under the direction of the program manager.

This phase will be deemed complete when Motorola and Williamson County agree that the equipment is ready for acceptance testing.

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.7.1 Configure, Optimize, and Program Equipment

Motorola will verify that all equipment is operating properly and that all electrical and signal levels are properly set once installation in the field is complete. Motorola and its subcontractors will optimize each subsystem individually. Audio and data levels will be checked to verify factory settings. Communication interfaces between devices will be verified for proper operation. Features and functionality will be tested to ensure that they are functioning according to the manufacturer's specifications and per the final configuration established during Design Review.

1.1.7.2 Remove/Dispose of Debris

Motorola will remove and dispose of any packaging or debris that is a result of the delivery, installation, or site improvements provided by Motorola. Williamson County has the responsibility for the removal, transportation and disposal of any existing equipment unless specifically identified as a Motorola responsibility.

WBS Element	WBS Name
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1.1.8 Training

Training is not included as part of this offering. Therefore, no subtasks are associated with this task.

1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.9 Acceptance Testing

All tests will be performed as described in the Acceptance Test Plan reviewed at the Design Review and the Acceptance Test Procedures mutually approved prior to the start of Acceptance Testing. During acceptance testing, the system will be tested and the results documented as defined in the Acceptance Test Plan. This phase is considered complete when Williamson County acknowledges successful completion of the procedures by signing a System Acceptance Certificate.

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.9.1 Review Acceptance Test Procedures

Motorola and Williamson County will review the Acceptance Test Procedure(s) (ATP) (DELIVERABLE 9) that detail the steps to be run to confirm that the system provided by Motorola is complete and meets the acceptance test criteria. Motorola will review any system testing that Williamson County wants performed that is not specified in the Acceptance Test Plan and documented in the test procedures. Additional tests may represent a change in the project's scope and may result in a change order to address the supplemental costs to perform the extra tests.

1.1.9.2 Conduct Field Acceptance Test

Motorola will conduct field acceptance testing based upon the acceptance test documents approved prior to starting the test. This testing is meant to test the hardware, software, and functionality of the system. Williamson County representatives have the option to witness or to not witness the conducting of the field acceptance tests. Williamson County representatives are encouraged to witness field testing in order to gain a better understanding of the system and test process.

Resolutions to any deficiencies found during testing will be agreed upon and documented. If the documented deficiencies do not prevent productive operational use of the system, then the test will be deemed complete. Motorola will remain responsible for the resolution of any documented deficiencies.

1.1.9.3 Conduct Coverage Acceptance Test

Motorola will conduct coverage acceptance testing based upon the test documents approved during the Design Review phase. Williamson County representatives have the option to witness or to not witness the conducting of the coverage acceptance test. Williamson County representatives are encouraged to witness coverage testing in order to gain a better understanding of the system and test process.

Resolutions to any deficiencies found during testing will be agreed upon and documented. If the documented deficiencies do not prevent productive operational use of the system, then the test will be deemed complete. Motorola will remain responsible for the resolution of any documented deficiencies.

1.1.9.4 Accept System

Upon successful completion of acceptance testing, Williamson County and Motorola will sign a System Acceptance Certificate. Section 8 of the CSA describes System Acceptance. An example of the Systems Acceptance Certificate can also be found within the CSA.

1.1.10 Subscriber Installation

Subscribers are not included as part of this offering. Therefore, no tasks are associated with this phase.

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.11 Project Finalization

The Project Finalization phase ensures that all criteria for Final Project Acceptance have been met. During this phase, Motorola will provide Williamson County with an electronic System Manual (DELIVERABLE 10), software licenses and necessary software to read the electronic manuals (DELIVERABLE 11), and any equipment manuals supplied as part of the purchased equipment (DELIVERABLE 12).

This phase will be deemed complete when Motorola and Williamson County sign the Final Project Acceptance portion of the System Acceptance Certificate. Additional information regarding Final Project Acceptance can be found in Section 8 of the CSA.

WBS Element	WBS Name
1.1	Implementation Project
1.1.1	Contract/Project Initiation
1.1.2	Design Review
0	Order Processing
1.1.4	Manufacturing
1.1.5	Civil Work
1.1.6	Installation
1.1.7	System Optimization
1.1.8	Training
0	Acceptance Testing
1.1.10	Subscriber Installation
0	Project Finalization

1.1.11.1 Resolve Punchlist Items

Motorola will work with Williamson County to resolve punchlist items documented during the Acceptance Testing Phase and any other phase during project implementation to ensure that all the criteria for final acceptance have been met.

1.1.11.2 Initiate Warranty/Post Warranty Support

Motorola will review the items necessary for transitioning the project to Warranty support and service. Motorola will provide a Customer Support Plan (DELIVERABLE 13) detailing the warranty and post warranty support, if applicable, associated with the equipment supplied as part of this project. Additional information regarding post warranty support can be found within the Warranty/Post Warranty section of this proposal.

This task will be deemed complete when all service information has been delivered to Williamson County.

1.1.11.3 Conduct System and Project Readiness Review

During this task, Motorola conducts a System and Project Readiness Review to obtain concurrence from all Motorola functional groups and Williamson County that

- The factors and plans necessary for the high quality and reliability of the system, its components, installation, testing and training, have been addressed and successfully completed.

- The system is ready for beneficial use (cut-over).
- The project is evaluated and assessed to identify any issues that may affect the satisfaction of the end users of the system.

1.1.11.4 Perform System Cutover

If applicable to the project, Motorola and Williamson County will develop a mutually agreed upon Cutover Plan (DELIVERABLE 14) based upon discussions held during the Design Review Phase that will be used to implement the cutover process. During cutover, the written plan will be followed and the defined contingencies will be implemented as required.

1.1.11.5 Project Documentation

Services, equipment, software and documentation are several types of project deliverables Motorola provides as part of this project. Services are specified within this SOW and the equipment is defined within the Equipment List. The documentation and drawings to be developed and delivered as part of this project are described below.

Motorola develops documentation and drawings of the system not only to assist with the implementation of the project, but also to provide Williamson County with reference materials that can be used for training, as a basis for future system upgrades, and even disaster recovery. For these reasons, Motorola creates and updates documentation and drawings during the implementation of the project.

Motorola provides a comprehensive "as-built" documentation package in the form of an electronic System Manual. The electronic System Manual contains a description of the system including drawings and equipment lists, screen configurations, site pictures, programming data sheets, final test plans, and warranty information. The Electronic System Manual is developed using a software application that creates interactive documentation that allows the user to easily visualize immense amounts of complex, interrelated data.

Table 1 lists each deliverable, describes its contents, states the quantity to be provided, and provides the delivery method

Table 1: Project Documentation.

#	Title	Description	Qty	Format Delivery	Type/
1.	Project Schedule	This is the schedule for the project that is completed in support of the Project Kickoff Meeting.	1	Electronic/Email	

#	Title	Description	Qty	Format Delivery	Type/
2.	Project Status Reports/ Schedule Updates	These reports capture the status of the project and will be provided on a basis that is mutually agreed upon by Motorola and Williamson County.	1	Electronic/Email	
3.	Meeting Minutes	Meeting Minutes capture the results of the formal meetings held as part of this project such as the Design Review.	1	Electronic/Email	
4.	Action Item Logs	Action Item Logs provide a description of outstanding items and the name of the individual responsible for resolving the action item.	1	Electronic/Email	
5.	Site Evaluation Report	This report includes recommendations for site preparation so that a suitable environment for installation of the system can be obtained.	1	Electronic/Email	
6.	Acceptance Test Plan	This plan describes the type of testing to be completed as part of the project.	1	Electronic/Email	
7.	Design Documentation	The items included within this proposal are further refined and updated to reflect the "as-built" description of the system. This documentation may include documents such as System Description, system drawings, Equipment List, site connectivity, power requirements, etc. The final information is included as part of the System Manual.	1	Electronic/Email	
8.	Standards and Guidelines for Communication Sites (R56)	This is a site standard recognized in the industry that is provided after contract award as reference for Williamson County.	1	Electronic/Email	
9.	Acceptance Test Procedures	Acceptance Test Procedures plans will be created and presented the Design Review Phase. A mutually agreed plan will be developed and will include the results of the testing.	1	Electronic/ CD-ROM	

#	Title	Description	Qty	Format Delivery	Type/
10.	System Manual	A document that contains the final versions of the System Description, Equipment List, drawings, Acceptance Test Procedures, and Customer Support Plan.	2	Electronic/CD ROM	
11.	System Manual Licenses and Readers	The software required to view the electronic system manuals.	2	Electronic/CD ROM	
12.	Equipment Manuals	These are the manuals provided by the manufacturer(s) for the equipment that was supplied as part of this project.	As received	As received	
13.	Customer Support Plan	This document outlines the plan for customer support during the warranty period.	N/A	Electronic/CD ROM (provided as part of System Manual)	
14.	Cut Over Plan (If Applicable)	This plan describes the details associated with system cut over.	1	Electronic/ CD-ROM	

Notes:

Hardcopy Format: Printed documentation that may be delivered in person, U.S. mail, Fed Ex, UPS, or any other carrier.

Electronic Format: Documentation that is in an electronic format and can delivered via Email, diskette, and/or CD ROM.

1.2 Customer Responsibilities

A successful project requires responsibilities to be managed by both Motorola and Williamson County. Motorola and Williamson County responsibilities are outlined throughout this proposal. The information contained within the Equipment List and work defined in this SOW is based on the understanding that certain tasks will be performed by Williamson County. These tasks are enumerated below to detail the tasks that are to be completed by Williamson County in order to successfully complete the implementation.

- 1) **Provide Notice to Proceed:** Upon project award, Williamson County needs to officially grant Motorola the Contract.

- 2) ***Provide Primary Point of Contact:*** Williamson County needs to identify an individual as a primary point of contact who will work with the Motorola program manager.
- 3) ***Complete Project Scheduled Tasks:*** Williamson County needs to ensure that tasks assigned to them as agreed upon during the Project Kickoff Meeting are completed on a timely basis.
- 4) ***Perform Communication Site Upgrades:*** Williamson County needs to ensure that site upgrades, as identified in the Site Evaluation Report, are completed within the Project Schedule time frame.
- 5) ***Upgrade Existing Communication Network and Equipment:*** Williamson County needs to ensure that recommendations to upgrade/modify existing legacy communication system networks and equipment are reviewed and are completed within the Project Schedule time frame. These recommendations are made to ensure compatibility with new equipment and optimal application performance.
- 6) ***Grant Site Access:*** Williamson County needs to provide a letter to all owners/managers of sites and provide any keys or other necessary items to allow Motorola or third party personnel to enter all sites within this proposal.
- 7) ***Ensure Personnel Safety:*** Williamson County needs to provide the Motorola program manager with safety rules during the Project Kickoff Meeting. These rules must be followed during the integration phase of this project. The Motorola program manager will also share Motorola's Safety Plan as found in Motorola's Field Operation Safety Manual. Motorola will conduct regular periodic inspections of all active job sites to ensure strict compliance with this Safety Plan as well as any safety rules set forth by Williamson County.
- 8) ***Identify Location for Secure Equipment Storage:*** Williamson County will need to identify the secure location for equipment storage during the Project Kickoff Meeting. This secure location will be used as the "ship to" address for the equipment and will be used to warehouse the equipment as the sites are being prepared.
- 9) ***Inspect and Receive Delivered Equipment and Material:*** Williamson County needs to receive equipment and material that is delivered to the identified secure storage location. Deliveries may be made anytime during regular business hours (8 a.m. to 5 p.m.). Williamson County will designate the individual(s) responsible for receiving equipment during the project. The individual(s) responsible for receiving should note any damage to equipment or material at the time of delivery, and note such damage with any receiving documentation to the freight carrier or deliverer, if not photograph any damage, at the time of delivery. The County's receiving agent should then supply copies of written notations and/or any other evidence of damaged equipment or material to the Motorola Project Manager. Motorola will return and/or further process any material that is delivered damaged.
- 10) ***Provide Secure Storage of Equipment:*** Williamson County is responsible for the secure storage of all equipment.

- 11) ***Review Documentation:*** Williamson County needs to review project documentation as it is received to provide feedback for appropriate and timely discussions and or changes. Documentation includes the Project Schedule, System Design, Acceptance Test Plans, Acceptance Test Procedures, and other deliverables as listed in Table 1.
- 12) ***Assume Responsibility for Third Party Equipment, Software, or Services:*** Third party services and/or equipment contracted by Williamson County are the responsibility thereof. Motorola has responsibility for all third party services provided by Motorola under this proposal.
- 13) ***Coordinate Schedule for Installation, Acceptance Tests, and Cutover:*** Williamson County will provide times and dates of availability to participate in these events.
- 14) ***Licensing:*** Williamson County needs to coordinate and license the 4.9GHz spectrum to ensure a 10MHz channel is available. Williamson County also needs to coordinate and license any RF frequencies to be used within the system at each site.
- 15) ***Support Integration, Optimization, and Testing:*** Williamson County needs to provide and install all communication lines/equipment that are not Motorola-provided deliverables and needs to provide all required liaison support with the agencies and vendors under their jurisdiction.
- 16) ***Communicate Project Changes:*** Williamson County needs to communicate schedule changes for tasks or phase events, and/or changes to dates to the program manager to avoid additional costs.
- 17) ***Review Civil Work Responsibilities:*** Williamson County needs to review and understand the Civil Work responsibilities assigned to Williamson County as outlined in section 1.1.5 of this proposal.

EXHIBIT 3

PLACEMENT OF BUILDING AND EQUIPMENT

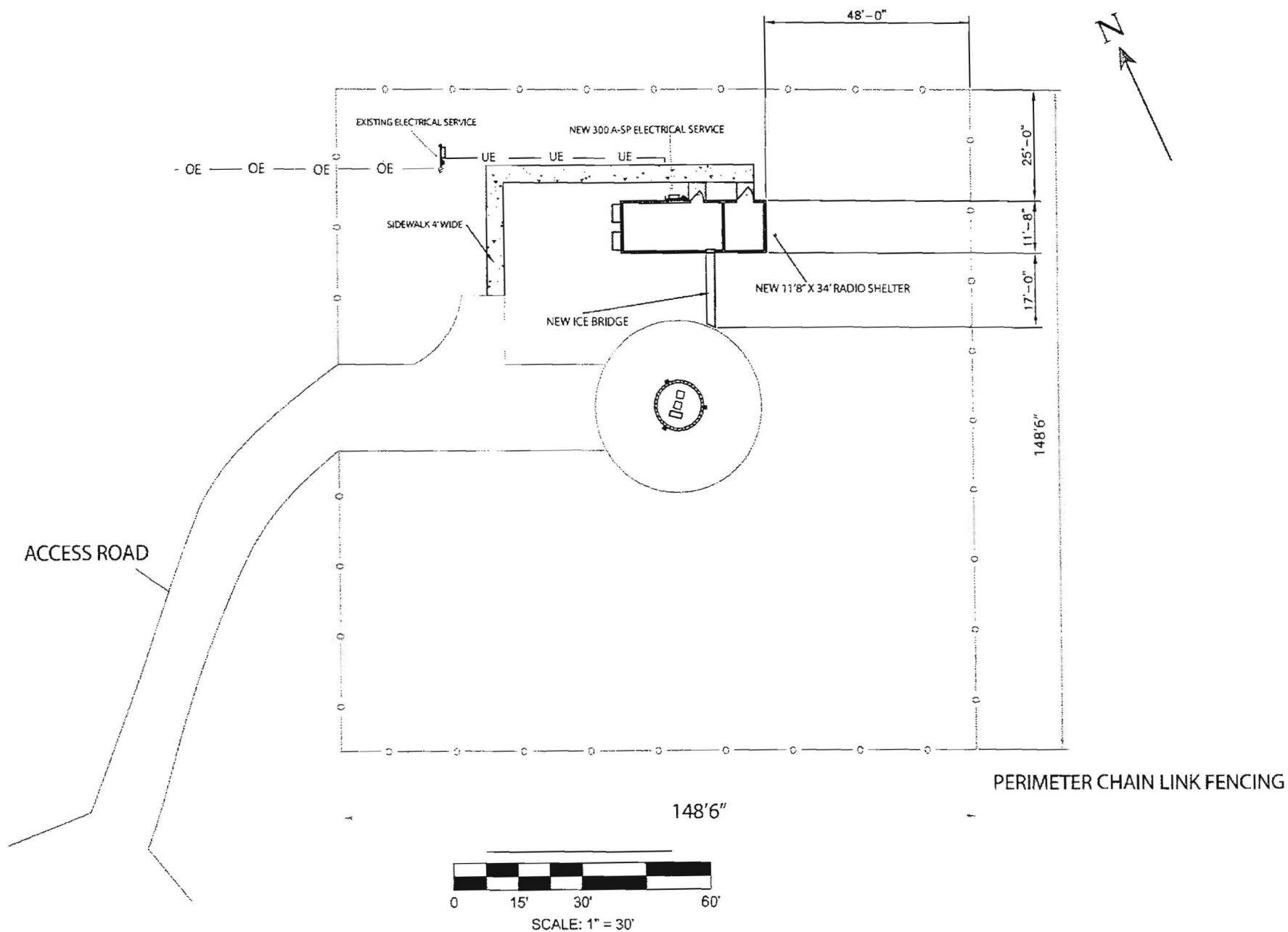


EXHIBIT 4

CITY'S INSURANCE REQUIREMENTS



DATED: JULY 2011

CITY OF ROUND ROCK INSURANCE REQUIREMENTS

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Agreement.
 - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the solicitation specification and the insurance endorsements stated below.



DATED: JULY 2011

- 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
 - 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
 - 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
 - 1.5.3. Provide thirty days' notice to the City of cancellation, non-renewal, or material changes.
 - 1.5.4. Remove all language on the certificate of insurance indicating:
 - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
 - 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
 - 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
 - 1.5.7. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
 - 1.5.8. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
 - 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
 - 1.5.10. All notices shall be mailed to the City at the following addresses:

Assistant City Manager
City of Round Rock
221 East Main
Round Rock, TX 78664-5299

City Attorney
City of Round Rock
309 East Main
Round Rock, TX 78664

2. WORKERS COMPENSATION INSURANCE

- 2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the OWNER.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-



DATED: JULY 2011

operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the agreement.
- 2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR shall, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2.6.2. no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;



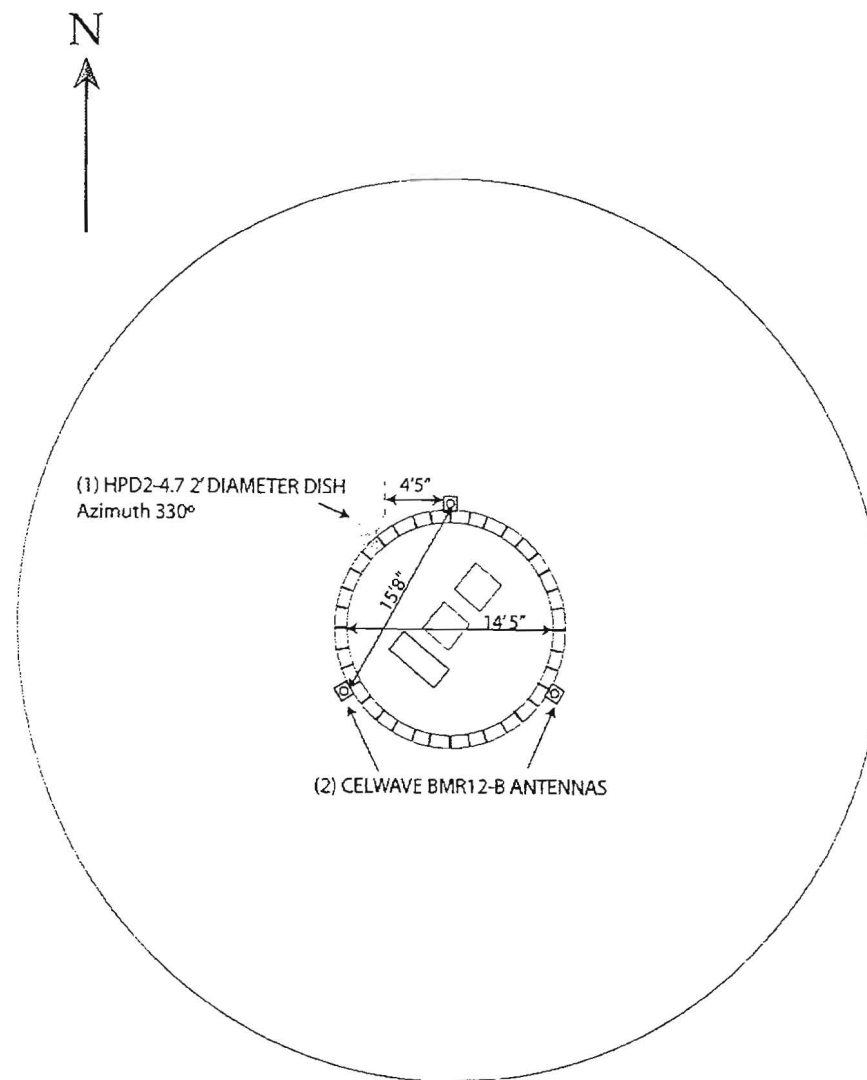
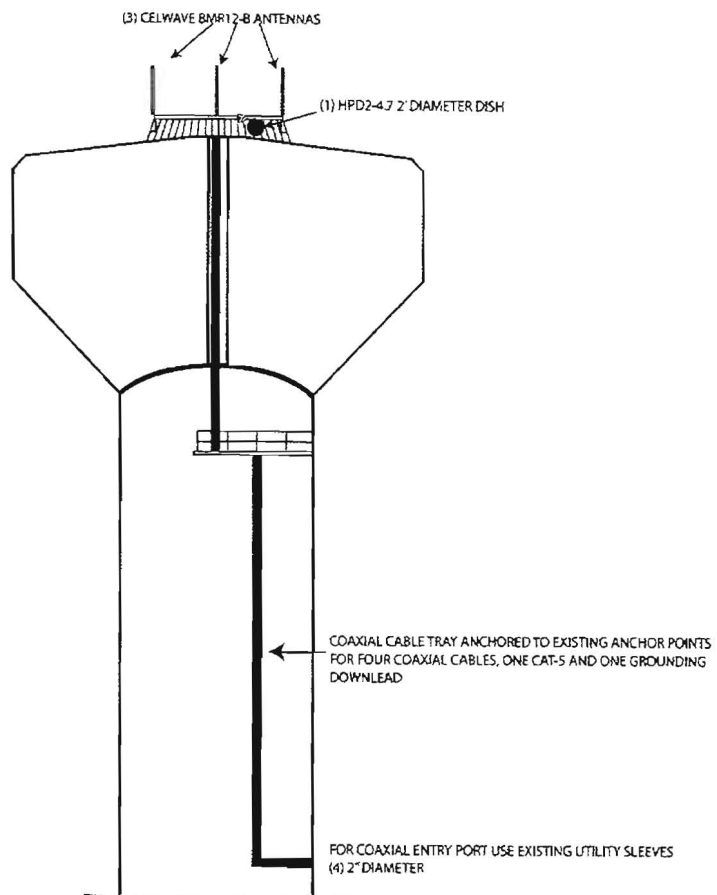
DATED: JULY 2011

- 2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
- 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- 2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the owner.

EXHIBIT 5

HIGH COUNTRY TANK ANTENNA AND LINES
INSTALLATION LAYOUT

HIGH COUNTRY TANK ANTENNA AND LINES INSTALLATION PROPOSED LAYOUT



SHAFFER TOWER SERVICES, INC.
1239-B WEST 19TH STREET
HOUSTON, TEXAS 77008
713 463 0022

EXHIBIT 6

HIGH COUNTRY TANK BOLT ON ANTENNA MOUNTS

HIGH COUNTRY TANK PROPOSED BOLT ON ANTENNA MOUNTS



SHAFFER TOWER SERVICES, INC.
1239-B WEST 19TH STREET
HOUSTON, TEXAS 77008
713 463 0022

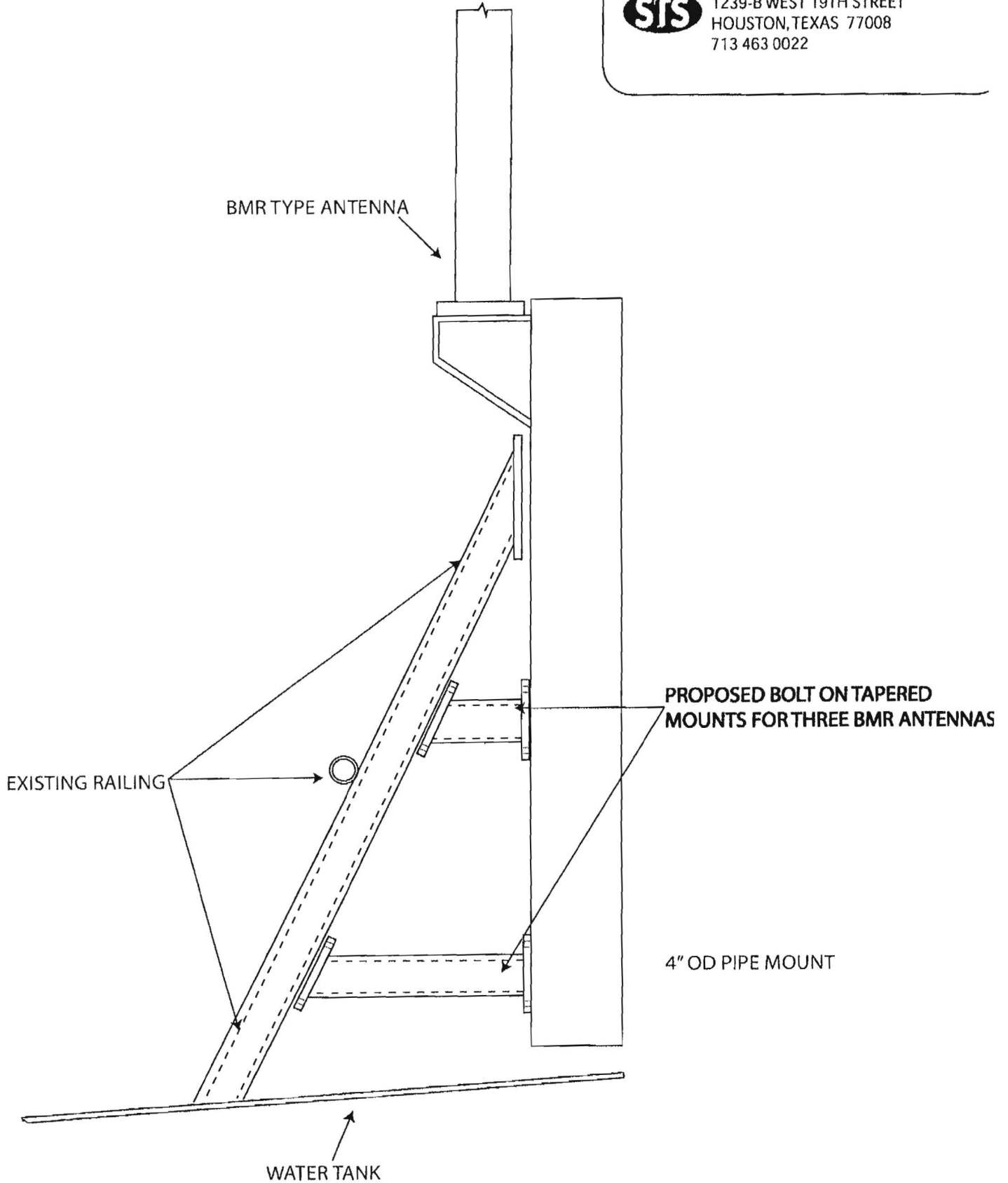


EXHIBIT 7

HIGH COUNTRY TANK BOLT ON MW ANTENNA MOUNT

HIGH COUNTRY TANK PROPOSED BOLT ON MW ANTENNA MOUNT



SHAFFER TOWER SERVICES, INC.
1239-B WEST 19TH STREET
HOUSTON, TEXAS 77008
713 463 0022

HPD2-4.7 MICROWAVE ANTENNA

