

TECHNICAL RESEARCH AGREEMENT

THIS TECHNICAL RESEARCH AGREEMENT ("Agreement") is between Texas A&M Transportation Institute, a member of The Texas A&M University System and an agency of the State of Texas, having a place of business at 400 Harvey Mitchell Parkway S, Suite 300, College Station, TX 77845-4375 ("TTI") and Williamson County, Texas, a political subdivision of the State of Texas, having a place of business at 710 S. Main Street, Suite 101, Georgetown, Texas, 78626 ("Wilco"). Each of the foregoing entities is sometimes individually referred to as a "Party" or collectively as the "Parties".

1. Scope of the Services and Work Authorizations

1.1 The overall scope of the services to be performed by TTI pursuant to this Agreement (the "Services") are described in Schedule A, which is attached to this Agreement and incorporated by reference.

1.2 Specific Services to be performed by TTI pursuant to this Agreement shall be set forth in one or more written Work Authorizations each of which must be signed by the authorized representatives of both Parties. All Work Authorizations shall conform to the sample shown in Schedule B which is attached and shall, at a minimum, contain the description of the work to be performed, the identity of any key personnel to be used by TTI, the period of performance, the payment amount, and the schedule for performance.

1.3 Except to the extent a Work Authorization expressly modifies the terms and conditions of this Agreement, the terms and conditions of this Agreement shall apply to all Work Authorizations. Nothing herein requires Wilco to offer any minimum number of Work Authorizations, any minimum level of work, or for TTI to accept any Work Authorizations.

2. Financial Consideration; Right to Audit and Appropriation of Funds

2.1 As proposed, the total cumulative fixed-price amount for conducting the Services under all Work Authorizations agreed to by the Parties under this Agreement shall not exceed a total of \$50,000.

2.2 TTI will submit invoices to Wilco at:

Williamson County Auditor
c/o: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

2.3 Unless otherwise agreed in a signed Work Authorization, payments for Services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of TTI's Services, TTI shall submit a sworn statement (a signed statement on the invoice that the amounts invoiced and work performed are true and accurate) to Wilco, in a form acceptable to Wilco's Auditor, setting forth the Services provided under this Agreement during such calendar month and the compensation due. Payments are subject to the requirements of the Texas Prompt Payment Act (Chapter 2251, Texas Government Code). Payment shall be sent to:

Deposits
Texas A&M University
Sponsored Research Services
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845-4375

2.4 TTI agrees that Wilco or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of TTI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions except for the calculations of (a) the cost of the work performed and paid for on a fixed price basis; and (b) the percentages used, if any, as multipliers applied to such cost of work on a fixed price basis. TTI agrees that Wilco shall have access during normal working hours to all necessary TTI's facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Wilco shall give TTI reasonable advance notice of intended audits.

2.5 The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Wilco shall have the right to terminate this Agreement at the end of any Wilco fiscal year if the governing body of Wilco does not appropriate sufficient funds as determined by Wilco's budget for the fiscal year in question. Wilco may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

3. Term and Termination

3.1 The term of this Agreement shall begin April 1, 2016 (the "Effective Date"), and end August 31, 2019, unless terminated earlier as described in this Agreement or extended by written amendment of this Agreement signed by the authorized representative of each Party.

3.2 If the period of performance of any Work Authorization executed by both Parties before the termination of this Agreement extends beyond the termination of this Agreement such Work Authorization remains in effect and continues to be subject to the terms and conditions stated in this Agreement until that Work Authorization terminates by its terms.

3.3 Performance under this Agreement or any Task Order may be terminated for convenience by Wilco upon 30 days written notice to TTI.

3.4 In addition to the termination right set forth above in Section 3.3, either Party may terminate this Agreement effective upon written notice to the other Party, if the other Party breaches any of the terms and conditions of this Agreement and fails to cure such breach within 30 days after receiving written notice thereof. In the event of an incurable breach, the non-breaching Party may terminate this Agreement effective immediately upon written notice to the breaching Party.

3.5 Upon a termination under Section 3.3, above, Wilco shall reimburse TTI for all costs and non-cancelable commitments incurred in the performance of a Work Authorization up to the date of termination, such reimbursement not to exceed the total amount specified in the terminated Work Authorization(s).

4. Key Personnel

4.1 Mr. Tom Scullion will serve as the Principal Investigator of the Services to be performed under this Agreement. In the event that any key personnel become unavailable to continue in the performance of this Agreement, the appointment of a replacement shall be subject to prior approval of Wilco. The assistance of other TTI researchers, undergraduate students, and clerical support may be requested as the need arises to perform a Work Authorization.

5. Confidentiality and Disclosure

5.1 All electronic information transmitted to or housed by TTI is the responsibility of TTI and will be protected in accordance with Texas Administrative Code (TAC) 202 as well as any other applicable state or federal mandate unless additional protection is requested in writing by Wilco.

5.2 Wilco acknowledges that TTI is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

5.3 Upon TTI's written request, Wilco will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TTI in a non-proprietary format acceptable to TTI. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TTI has a right of access.

5.4 Wilco acknowledges that TTI may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

6. Publicity, Endorsement, and Use of Names

6.1 Other than test results, TTI does not provide certification or endorsement for any product.

6.2 Wilco shall not use, or permit others to use, the names of The Texas A&M University System ("TAMUS"), or Texas A&M University ("TAMU"), or the Texas A&M Transportation Institute ("TTI") or any abbreviations, trademarks, logos, symbols, or other indicators belonging to any of the foregoing in any publicity, advertising, or other public presentation which directly or indirectly implies endorsement of any product(s) or service(s).

7. Disputes

7.1 The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TTI and Wilco to attempt to resolve any claim for breach of contract made by Wilco that cannot be resolved in the ordinary course of business. Wilco shall submit written notice of a claim of breach of contract under this Chapter to the Executive Associate Director of TTI, who shall examine Wilco's claim and any counterclaim and negotiate with Wilco in an effort to resolve the claim.

8. Notices and Communications

8.1 Formal notices provided under this Agreement must be in writing and delivered by (i) U.S. Postal Service; (ii) certified mail, return receipt requested; (iii) hand delivered; (iv) email; or (v) delivery by a reputable overnight courier service. The notice will be deemed given on the day the notice is received. In the case of notice by email, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing.

Administrative Contact after Execution:

Ms. Frances Molitor

Project Administrator II

Sponsored Research Services (SRS)

400 Harvey Mitchell Parkway South, Suite 300

College Station, Texas 77845

Tel. 979-845-2901

Email: francesmolitor@tamu.edu

Principal Investigator:
Tom Scullion, P.E.
Senior Research Engineer
Texas A&M Transportation Institute
3135 TAMU
College Station, Texas 77843-3135
Tel. 979-845-9913
Email: t-scullion@tti.tamu.edu

Wilco administrative and technical contacts for the agreement are:

Administrative Contact:

Contact Name: Dan A. Gattis (or successor)
Contact Title: Williamson County Judge
Company Name: Williamson County, Texas
Address: 710 S. Main Street
City, State Zip Code: Georgetown, Texas 78626
Tel. (512) 943-1550
Email: countyjudge@wilco.org

Invoice Submission Contact:

Contact Name: Finance Director
Company Name: Williamson County Auditor
Address: 710 Main Street, Suite 301
City, State Zip Code: Georgetown, Texas 78626
Tel. (512) 943-1500
Email: MDenny@wilco.org

Technical Contact:

Contact Name: J. Terron Evertson, P.E.
Contact Title: Director of Road and Bridge
Company Name: Williamson County
Address: 3151 S. E. Inner Loop, Suite B
City, State Zip Code: Georgetown, Texas 78626
Tel. (512) 943-3849
Email: tevertson@wilco.org

9. Disclaimer of Warranty

9.1 TTI makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the success or particular results of the Services, or the merchantability or fitness for a particular purpose of the Services or any intellectual property or that the use of any intellectual property or Services results will not infringe any intellectual property right of a third party. TTI shall not be liable for any direct, indirect, consequential, punitive or other damages suffered by Wilco or any other person resulting from the research or the use of any intellectual property or research results.

10. General Provisions

10.1 Wilco expressly acknowledges that TTI is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TTI of its right to claim such exemptions,

privileges, and immunities as may be provided by law. TTI expressly acknowledges that Wilco is a political subdivision of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Wilco of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10.2 This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

10.3 For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Each Party is acting independently and not as a partner, joint venturer, or agent of the other. The employees of each Party shall not be deemed the employees of the other Party for any reason whatsoever. Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

10.4 If any of the provisions of this Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect if the essential terms of this Agreement remain, valid, legal, and enforceable.

10.5 This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party; any attempt to do so shall be void.

10.6 This Agreement is the entire agreement between the Parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both Parties.

10.7 This Agreement and all of the transactions that it contemplates shall be governed and construed in accordance with the laws of the State of Texas.

10.7 If either Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period or more than 30 days.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representative.

TEXAS A&M TRANSPORTATION INSTITUTE

By: 

Name: David Hollingsworth

Title: Director, Contracts and Grants

Date: 4/20/2016

WILLIAMSON COUNTY, TEXAS

By: 

Name: ~~Dan A. Gattis~~
Lisa L. Birkman

Title: Williamson County Judge

Date: 4-26-16

SCHEDULE A
SAMPLE
SCOPE OF SERVICES

TTI shall perform the following services:

- 1) Inspect proposed candidates to select representative locations to pull samples for laboratory design work.
- 2) Work with Wilco forces to pull samples of the existing surface and base materials. Log layer thicknesses on existing pavement sections. Wilco will provide traffic control for this work (alternatively, get TTI forces to pull samples).
- 3) Run basic characterization tests on extracted materials, including gradation, Atterburg limits, and materials classification.
- 4) Run a laboratory design using Wirtgen's procedures to select the optimum stabilizer content for all projects. Where needed, a pretreatment option (such as lime) will be included. TTI will run the final design at a minimum of two asphalt contents. As part of this run, both the expansion ratio and half-life on the proposed asphalt binders will be measured.
- 5) Provide recommended stabilizer content to Wilco in a Technical Memorandum which will include the minimum asphalt temperature for effective foaming.
- 6) (Optional) Provide assistance during construction to ensure that adequate gradation and compaction is being achieved.
- 7) (Optional) Conduct follow up testing with an FWD to ensure that adequate structural strength is being achieved. Write a short construction and performance report.

SCHEDULE B

WORK AUTHORIZATION

Insert Project Title Here

Work Authorization No. XX

Agreement No. _____

Receipt of this Work Authorization, approved and authorized by Williamson County, is your authorization to proceed with the subject work.

1. Issued to:
Texas A&M Transportation Institute
Texas A&M University System
College Station, Texas 77843-3135
2. TTI's Key Personnel: _____
3. Description of Services to be performed: _____
4. Place of Performance: Texas A&M Transportation Institute, College Station, Texas
5. Period of Performance: _____ to _____
6. Williamson County Representative: _____
7. Total Fixed Price Amount: [Enter Amount Here].
If the payment schedule is different from that stated in Section 2.3 of the Agreement, the Total Fixed Price Amount is payable as described below:
8. Deliverables: _____
9. Property to be acquired and disposition of title to such property: _____
10. All other terms and conditions of the Agreement shall apply to this Work Authorization.

Texas A&M Transportation Institute:

By: _____

Name: _____

Title: _____

Date: _____

Williamson County:

By:  _____

Name: Lisa L. Birlman

Title: Comm., Pct. 1

Date: 4-26-16