



1. Scope of Work:

Williamson County requires BryComm to perform the following Operation and Administrative functions as part of the annual Maintenance Contract. Inspections are a major focus of this contract. The specific functions and requirements are listed below.

A. Plant Inspections

1. BryComm shall perform inspections of the Williamson County plant on a Biannual basis.
2. BryComm shall provide an exception-based inspection report for the previous inspection, in electronic format, to the Williamson County Network Manager. The report shall contain a list of observed deficiencies, including location and type, and actions taken to correct the deficiencies.
3. All observed deficiencies in the plant will need to be handled in the following ways:
 - a. "Routine" deficiencies are those that should be handled within 7 working days from the date the issue was noted. (See below list).
 - b. All observed "emergency" deficiencies posing an immediate threat to preservation of the plant will be corrected the same day that the deficiency was noted or reported with a proposed solution to the emergency deficiency to the network manager. Any issue outside of best practices will be reported with the biannual report for the network manager to decide on a course of action.
 - c. All other deficiencies will be reported on the biannual report with a recommendation for remediation to the network manager.
4. Deficiencies include but are not limited to:
 - a. Pole Transfer(s) - Routine and worked in conjunction with other utilities
 - b. Make Ready Per Contact - Routine unless within 40" of power
 - c. Tree Trimming (Per Span) - Routine
 - d. Broken / Loose Lashing Wire - emergency,
 - e. Weakened/Broken Hardware - emergency,
 - f. Re-work Slack - Routine
 - g. Install Slack Mgmt. - Routine
 - h. Tree Guard - emergency, same day repair required
 - i. Loose Down Guy/Guy Guard - Routine
 - j. Sheath Damage (Squirrel) - emergency



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- k. Height of Fiber Span not at 18ft over roadways and 15 ½ ft. standard - emergency
 - l. Cracked Splice Case(s) - emergency
- 5. If, during the course of the inspection damaged plant is located, BryComm will test the affected section to determine strand continuity and notify Network Manager of damage. If all tested strands are viable and buffer tubes appear intact, BryComm will make repairs to the outer sheath of the plant to prevent further deterioration. However, if damage to buffer tube(s) is apparent, regardless of strand integrity, BryComm will submit a report in electronic format of condition to the Network Manager outlining the problem, repair cost estimates, recommendations and schedule for replacement.

B. Tree Trimming

- 1. BryComm shall provide up to five (5) spans of tree trimming per year as part of this contract. All tree trimming shall be performed in strict accordance with specifications determined by City of Georgetown arborists and the applicable franchise provider. The pricing for additional tree trimming shall be provided at "Attachment A" prices.

C. Transfers/Make Ready

- 1. BryComm shall provide up to five (5) aerial only pole transfers and handle up to five (5) make ready requests per year as part of this contract. The intent of this coverage is for small numbers or isolated requests for work to be performed under the Maintenance contract. Any additional pole transfers or make ready requests required will be submitted by the BryComm to the Network Manager for written approval prior to performing any additional pole transfers. The pricing for the additional pole transfer and make ready requests shall be provided at "Attachment A" prices.
- 2. The cost to transfer from overhead to underground will be calculated separately on a case by case basis and performed under the extended part of the agreement.
- 3. BryComm shall produce and maintain records with respect to the nature and number of transfers performed and BryComm shall provide the Network Manager with an electronic report on a biannual basis.

D. Network Monitoring and Testing

1. Network Testing

- a. BryComm shall perform OTDR sweeps for continuity on inactive fiber strands on a biannual basis. BryComm shall give seven days' written notice before OTDR



sweeping occurs. If routine sweeping reveals loss of continuity on any strand or high loss strands, BryComm shall notify the Network Manager in writing of any such occurrence and obtain further instructions on how to proceed.

- b. BryComm shall perform uni-directional power tests on strands and perform specialty testing, i.e. chromatic dispersion, PMD, etc. as required.
- c. BryComm shall maintain and track all OTDR test results. All testing documentation shall be provided to the Network Manager in electronic form with duplicate copies being maintained by BryComm for the duration of this Contract and associated Warranty period.

F. Repair Response Time and Emergency Notifications

1. BryComm shall establish and maintain an emergency on call system 24 hours a day, 7 days a week 365 days a year. The emergency number shall be provided to the Network Manager to be used should any outage occur. This number is used for emergencies during non-business hours.
2. When BryComm is alerted to a problem, BryComm shall make telephone contact with the Network Manager or designee within 30 minutes of receiving the alert during normal business hours or 1-hour during non-business hours.
3. BryComm shall be onsite within 2 hours of notification with the necessary staff and equipment to handle emergency repairs. Working with network management, BryComm shall identify the damaged area and immediately secure the Williamson County OSP plant to prevent further fiber damage or risk to the Public.
4. Failure to meet response times may result in one or more of the following non-performance penalties:
 - a. A fine, at the discretion of the Network Manager, not to exceed \$500 per incident.
 - b. Cancellation of contract.
 - c. Disbarment from future bidding.

G. Communications Requirements

1. BryComm shall provide a Single Point of Contact for all communications.





2. With exception of the instances described in Paragraph F Response Time and Emergency Notifications, BryComm shall reply to all e-mail and voice mail communications by close of business the following business day and no later than 4:00pm CST/CDT.

H. Design Requirements

1. BryComm is required to have a full time RCDD on staff. BryComm may provide engineering and design services to Williamson County in order to coordinate construction, transfers, make ready requests and other such tasks as they pertain to the maintenance of the existing plant. The pricing for these design services shall be provided at "Attachment A" prices. BryComm shall provide a written proposal and preliminary work print to the Network Manager for written approval prior to providing these services.

I. Documentation Requirements

1. BryComm shall provide all drafting services to document and maintain accurate and up to date electronic and hard copy documentation on the Williamson County plant. This documentation includes but is not limited to; as-built drawings for all work performed, new design documents, site information, designing plant improvement changes for review and approval, preparing preliminary prints/documentation for pole/trenching permits, gathering all environmental and utility information required under general permit to submit for construction permits and updating prints to reflect cable type and strand count conversion, etc. Pricing for these services are per 'Attachment A' pricing.
2. BryComm shall complete all as-built documentation within ten (10) business days from the date of completion of the physical work.

J. Other Maintenance Requirements

1. Beyond the clearly defined aspects of this proposal, by virtue of securing a contract as it relates to Williamson County maintenance BryComm agrees to perform all work necessary to preserve the value and functionality of the plant which may include, but not be limited to: cable replacement, bulk transfers, termination, splicing, engineering, underground replacement, new pathway construction, or any other item(s) items which directly or indirectly effect the viability, usage, value or potential capacity of the Williamson County plant.
2. The pricing for these services shall be provided at "Attachment A" prices. If certain aspects of the work to be quoted are not listed on "Attachment A", then "Attachment





A" will be amended to include such work. All work and "Attachment A" amendments will be subject to final approval of the Network Manager prior to commencement. BryComm shall provide a written proposal to the Network Manager for written approval prior to providing these services.

K. Maintenance Provider Requirements

1. Maintenance provider must have specific, proven, experience in the field of OSP fiber maintenance. Maintenance provider must have a RCDD on staff for Network design.
2. Previous specific experience with Williamson County staff and Williamson County fiber optic network is preferred.
3. Maintenance provider must be a Corning NPI and in good standing with Corning Cable Systems. Maintenance provider must be able to provide a Corning Cable Systems 25 Year Extended Product Warranty for material and labor services provided under this contract.
4. Maintenance provider shall have successfully attended a Corning fiber testing training program, which includes testing with an OLTS and an OTDR and have obtained a certificate as proof thereof.
5. **Covered Corning Cable Systems Products** shall be installed in accordance with the most current revision level of the National Electrical Code®, ANSI/TIA-568, ANSI/TIA-569, TIA-942, Fibre Channel FC-P1, Fibre Channel 10 GFC, IEEE 802.3 and InfiniBand Standards.
6. Maintenance provider must be able to provide all necessary services within this contract "in-house" without use of sub-contractors. This requires maintenance provider to maintain, at all times, a minimum amount of materials and equipment, as determined by Williamson County, to fulfill the obligations of this service contract.
7. All installations which qualify for the Corning Cable Systems LANscape Solutions Extended Product Warranty must be designed by or reviewed by the certified member company's personnel who have successfully completed the identified Corning Cable Systems Engineering Services Design Course within the two-year eligibility period, and a minimum of eighty percent (80%) of on-site supervision of the work must be performed by personnel who have successfully completed the identified Corning Cable Systems Engineering Services Installation Course requirements within the two-year eligibility period.



8. Corning Cable Systems provides installers with recommended installation procedures for all fiber optic products for **Private Networks or Premises Fiber Optic Cabling Solutions**. The Installer must guarantee that each installation where the Corning Cable Systems LANscape® Solutions Extended Product Warranty is offered will be performed in accordance with these standard procedures. The Installer agrees to keep copies of all submitted documentation, for the period of the extended warranty, and to make them available to Corning Cable Systems upon request. The following materials must be submitted to Corning Cable Systems for the Extended Product Warranty: completed (in full) Warranty Registration Form and bill of materials showing part numbers of Covered Corning Cable Systems Products installed.

2. Execution

A. Installation Requirements

1. BryComm shall provide and pay for all labor, materials, equipment, tools, utilities, and services necessary for the execution and completion of the installation of all network components specified herein.
2. BryComm is responsible for obtaining all permits, notifying all agencies requiring advance notification, and complying with all regulations specified by all governing agencies having jurisdiction over the performance of the work. BryComm shall coordinate with the Network Manager to ensure that any interference or interruptions of Williamson County operations are anticipated and scheduled. Construction may be observed by the Network Manager or designee.

B. Installation Methods

1. General

- a. The installation of all equipment and cable for this network shall only be performed by trained and experienced craft personnel. In particular, the placement of fiber optic cable shall be performed by crews experienced in work around energized utility power lines, and familiar with the common practices and procedures involved in this type of work.
- b. All finished equipment installations are to be left in a neat and orderly condition. Only tools designed for each special task shall be used during the installation and alignment of the network components. Minimal disruption of landscaping will be required at all drop locations during the installation of cable.



2. Aerial Fiber Optic Cable Installation

- a. BryComm is responsible for all permits and pole attachment designations.
- b. Fiber optic cable will be lashed to ¼ inch strand secured by appropriate hardware as noted on design prints.
- c. Tree trimming, where necessary, will be performed by BryComm to the specifications set forth by the City of Georgetown.
- d. Duct on messenger may be used in treed out areas and shall be installed in accordance with manufacturer's specifications and industry standards.
- e. A minimum of 100 foot of cable slack will be left at the Williamson County splice location.
- f. Installation of aerial fiber optic cable shall conform to standard practices for the placement of this type of cable. All applicable OSHA, NESC, and state and local regulations must be observed during the installation. All equipment used must be well maintained and in good working order. Safety equipment such as barricades, warning signs, cones, and lights must be used where suitable during the installation procedure.
- g. Proper pulling tension must be observed during installation. No span length shall exceed the maximum recommended for a particular type of cable. Where possible and available, existing messenger strands may be used on utility poles, with the written consent of the existing strand owner. If new messenger is required, it shall be placed on each pole at a minimum distance of 40" below existing power lines, and a minimum distance of 12" above or below existing communication lines. A minimum of 18' of clearance must be maintained above all roadways. The fiber optic messenger strand shall be installed at its recommended tension, and shall not be sagged solely to maintain proper clearances.
- h. If any pole or span encountered during installation will not allow maintenance of proper strand tension clearance, alternate routing of the fiber optic cable must be obtained.





3. Underground Fiber Optic Cable Installation

- a. When terminating underground PVC conduit at a pole, extend the conduit 4" above ground level and locate conduit 90 degrees away from any power or other utility including pole ground wire.
- b. All vacant conduits shall be installed with one 1200 lb. pull tape in place and be accessible at each end for pulling future cable.
- c. A minimum of 50 feet of cable slack will be left in manholes.
- d. BryComm is responsible for locating all existing underground facilities and obtaining all necessary permits.
- e. No vehicular pull of fiber optic cable is allowed.
- f. The locate wire will be terminated at the riser pole and inside the equipment room.
- g. Everything installed underground PVC conduit will be installed in a trench 36" in depth, covered with 6" of sand then be encased in concrete as indicated on the detail sheets. A detectable orange warning tape shall be placed 12 inches above the conduit in soil or backfill. If the trench is to be placed in dirt or asphalt, the encasement of conduit must be with 2500-PSI concrete and aggregate no larger than ½ inches. If the trench is to be cut directly adjacent to the curb and gutter, the encasement of the conduit must be with 2500 PSI concrete with no aggregate larger than ¾ inches.
- h. The minimum depth of the conduit shall be 36" from the finished grade, and a fiber optic cable warning tape shall be placed approximately 18" above the conduit in the same trench. Any manholes or pulling vaults required for long pulls of cable shall be situated so that the maximum pulling tension for the cable will not be exceeded on any run.
- i. All proper precautions shall be taken during the placement of the conduit and cable. All permits, licenses, coordination with other utilities, clearances, notifications of affected bodies, etc. are to be obtained and performed by BryComm prior to starting the placement. If any obstruction or lack of proper path is encountered during the planning of the installation which will not allow continuation of the placement along the designated route, alternate routing of the fiber optic cable must be obtained.



4. Network Acceptance

- a. Upon completion of installation of each segment of the network, it shall be subjected to performance tests to determine that the segment meets the intent of these specifications. If the results of this test are acceptable as defined herein, the network segment shall be accepted for inclusion in the overall network performance testing.

5. Cable Testing

- a. The following testing of the cable is required:
 - i. All fiber optic cable links installed shall be tested in accordance with the field test specifications defined in ANSI/TIA/EIA-568-B standard.
 - ii. 100% of the installed cable shall be tested and must pass the requirements of ANSI/TIA/EIA-568-B.
 - iii. Failing links shall be diagnosed and corrected by BryComm. Corrective actions shall be followed by a new test of the previously failing link(s). BryComm shall promptly submit all link re-test data to Network Manager in both hard and soft copy.
 - iv. Only Certified Technicians shall perform all fiber optic link testing.
 - v. Field test equipment for multi-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-14A.
 - vi. The light source shall meet the launch requirements of ANSI/TIA/EIA-455-50B.
 - vii. Field test equipment for single-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-7.
 - viii. All fiber optic launch cables and test adapters used for testing shall be of high quality and devoid of excessive wear or exhibit anomalies between strand tests. Test results that indicated anomalies between strands within the same sheath shall be declared a failure unless all strands within the same sheath unconditionally pass testing. BryComm shall diagnose and repair any fiber optic cable exhibiting strand-to-strand anomalies that result in any test failure(s).



- ix. BryComm shall test and certify all fiber optic cable plant with approved field tester(s) that are within their calibration period. BryComm shall be liable for all retesting required in the event tests are performed with un-approved test equipment or tester(s) that are not within their calibration period.
- x. BryComm shall invite the Network Manager to witness/verify field testing prior to final acceptance. The Network Manager shall randomly select 5% of the installed links for test verification purposes. BryComm shall re-test these links in the presence of the Network Manager and the results shall be compared to the previously BryComm submitted test results. In the event that 2% of the verification tests differ in terms of pass/fail from the previously submitted test results, testing shall be declared a failure and BryComm shall re-test 100% of the installed links with the cost of such tests borne by BryComm.
- xi. Fiber optic connector attenuation shall not exceed 0.75dB.
- xii. Fiber optic splice attenuation (if allowed) shall not exceed 0.3dB.
- xiii. Multi-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
 - 1. 62.5/125 multi-mode 850nm < 3.5dB/km
 - 2. 62.5/125 multi-mode 1300nm < 1.5dB/km
 - 3. 50/125 Multi-mode 850nm < 3.5dB/km
 - 4. 50/125 multi-mode 1300nm < 1.5dB/km
- xiv. Single-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
 - 1. 8.2/125 single-mode (Inside Plant) 1310 \leq 1.0dB/km
 - 2. 8.2/125 single-mode (Inside Plant) 1550 \leq 1.0dB/km
 - 3. 8.2/125 single-mode (Outside Plant) 1310 \leq 0.5dB/km
 - 4. 8.2/125 single-mode (Outside Plant) 1550 \leq 0.5dB/km
- xv. Link attenuation for all fiber optic strands shall be calculated using the ANSI/EIA/TIA568-8 Standards formula.



ATTACHMENT B - BASE CONTRACT PRICING WORKSHEET

BASE CONTRACT PRICING TABLE

Vendor Name: BryComm LLC

Annual Proposed Base Contract Price: \$ 21,500

SUMMARY OF REQUIREMENTS

The base contract price includes all costs required to meet the specifications detailed in the Scope of Service and Performance Requirements. Contract base price is based off of an estimated seven (7) miles of Fiber Optic OSP and nine (9) buildings with an estimated 216 dark strands of fiber. Base price to be adjusted as needed to accommodate future growth of the Williamson County Network.

The major requirements are listed below.

SERVICES INCLUDED IN BASE CONTRACT

Trim Trees, Individual Spans (ABV) - 5 spans included in base pricing

Transfer in line Cable - 5 transfers included in base pricing

Pole Make Ready - 5 aerial only transfers and 5 make ready requests included in base pricing

Unlash/Relash Broken Lashing Wire - 5 spans included in base pricing

Place or Replace Anchor - 5 replacements included in base pricing

Biannual OTDR Sweeps of all inactive fibers included in base pricing

PERSONNEL & STAFFING AVAILABLE FOR BASE CONTRACT

Project Manager: with qualified backup personnel

Primary Inspector: with qualified backup personnel

1 Placing crew – one (3) person placing crew

1 Splicing crew – one (2) person splicing crew

Design/ Drawing Personnel: BryComm will have a RCDD on staff

Administrative Personnel: BryComm shall have sufficient staff to provide administrative functions.



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ATTACHMENT C

Williamson County Fiber Optic OSP Maintenance Contract

This Williamson County Maintenance Contract ("Agreement") is by and between Williamson County and BryComm, LLC:

for the following Project:

Maintenance of the Williamson County Fiber Optic Network

("Williamson County Network") as required from time to time, including systematic physical plant inspection, certain routine maintenance, and emergency repair of the Williamson County Network during the term of this Agreement ("Maintenance Work").

WITNESSETH:

Article 1. Statement of Work.

1.1 BryComm shall furnish all materials, supplies, labor, services and equipment required for the Maintenance Work (the "Work"):

1.2 This Agreement is exclusive to BryComm.

1.3 In the event Owner determines to contract with other maintenance providers, Owner will notify BryComm at least ten (10) business days in advance of awarding any such additional contract, including Owner's proposed partition of the Maintenance Work as between BryComm and the other maintenance provider(s).

1.4 If such a contract is awarded to another party, the Base Contract Amount (see Section 4 below) of this Agreement for BryComm shall be reduced pro rata in the proportion that the total Maintenance Work performed by the new contracting party(ies) bears to the whole; and the responsibilities hereunder to be borne as the base work level specified in the Maintenance





Specifications (**Attachment A** hereto) by BryComm shall likewise be reduced in said pro rata proportion.

1.5 BryComm agrees to cooperate with Owner and with any such other maintenance provider(s) in effecting coordinated, timely, quality maintenance of the Williamson County Network.

Article 2. Contract Documents and relative priority

- 2.1 In the event of a conflict between the terms of this Agreement document and any other of the Contract Documents incorporated herein, the provisions of this Agreement document shall control. In the event of a conflict between the terms of any other of the Contract Documents, the documents shall be given controlling precedence in the following order: (i) the Maintenance Specifications; (ii) the General Conditions, (iii) the Additional Contract Documents: (iv) the Proposal.
- 2.2 Capitalized terms used but not otherwise defined in this Agreement document shall have the same meanings as designated in the Maintenance Specifications or the General Conditions.
- 2.3 Williamson County is the contracting party and the Owner. All references in the Contract Documents to Williamson County as the Owner or responsible contracting party for this Agreement are in practical effect references to Williamson county, and the Contract Documents shall be construed accordingly.

Article 3. Contract term; commencement of Work; execution of Agreement.

3.1 The Initial Term of this Agreement shall be for one (1) year with possible annual renewals thereafter, with the initial contract term to commence on August 15th, 2016 and terminate on August 14th, 2017, and with subsequent contract years commencing on August 15th, 2017 and ending the following August 14th; and, upon the mutual agreement of the parties, may be renewed for up to four (4) additional Renewal Terms of one (1) year each.

3.2 BryComm will commence the Work on the date specified in the Notice to Proceed issued by Owner (such date specified in the Notice to Proceed called the "Commencement Date" and which, unless otherwise specified by Owner, and upon satisfactory compliance by BryComm with its conditions precedent, including but not limited to those stated in Section 3.3 below, is intended to be August 15th, 2016), and will timely complete all Maintenance Work to be performed within the term of this Agreement and according to and in compliance with the standards, procedures and other provisions of this Agreement.





3.3 BryComm shall not commence the Work until BryComm has provided Owner with (i) a Certificate of Insurance showing that the required insurance coverage is in place, (ii) the required Maintenance Bonds and/or any other bonds required by the Contract Documents, and (iii) BryComm's Safety Plan, and (iv) Owner has approved the insurance, bonds and Safety Plan. Any approval process is for the benefit of Owner only, and does not relieve BryComm from its obligation to comply with the requirements of this Agreement.

3.4 BryComm was permitted a period of ten (10) days from the date BryComm was notified of the award of contract to execute this Agreement, and five (5) days after the date the Agreement is signed by BryComm in which to provide the evidence of insurance, the bonds and the Safety Plan required by the Contract Documents. If BryComm fails to execute this Agreement within the ten-day time period, and/or to submit any of the required documentation within the five-day time period, Owner shall not be required to extend the Substantial Completion Date and Owner has the right to treat each day beyond the ten-day deadline in which this Agreement was unexecuted, and/or each day beyond the five day deadline in which one or more of the required documents had not been submitted, as a day of unexcused delay under the Agreement, which may have the effect of imposing liquidated damages on BryComm and/or reducing the number of calendar days in the term of this Agreement and be grounds for cancellation of the contract award or termination of this Agreements without penalty of further obligation to Owner.

Article 4. Contract Amount.

4.1 For performance of the Maintenance Work, Williamson county will pay to BryComm a Base Contract Amount equal to **Twenty-one Thousand Five Hundred Dollars (\$21,500.00)** annually, to be paid in equal biannual installments as defined in Article 5, section 5.1 below, and additional amounts for any work or materials in addition to the Base Work specified in the Maintenance Specifications ("Additional Work") at the unit-price or other price bases specified in the Proposal, but all subject to adjustment as provided in the Contract Documents:

Article 5. Payments.

5.1 Owner shall pay the annual Base Contract Amount to BryComm in two (2) equal installments of one-half (1/2) of the Base Contract Amount each, due on or before January 1st and July 1st, respectively, during the applicable contract year.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date





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

5.2. BryComm shall invoice Owner for any Additional Work performed, at prices according to those stated in BryComm's Proposal, for which BryComm shall also submit supporting materials acceptable to Owner. All invoices shall clearly identify the applicable work date(s) for each distinct task being billed, and such other information as Williamson County may from time to time specify

5.3 Owner will make payments to BryComm in accordance with the provisions set out in the General Conditions, including any provisions therein for adjustments or disallowances.

Article 6. Insurance.

6.1 BryComm is required to provide proof of required insurance prior to commencing the Work, in accordance with the requirements set out in Section 3.3 above, in the General Conditions, and any other Contract Documents.

6.2 BryComm's maintaining the required insurance is a material condition of the Agreement.

6.3 Prior to each new contract year, including during both the Initial Term and any Renewal Terms, BryComm shall provide proof of insurance both currently and for the next contract year, in addition, at any time during the Initial Term or any Renewal Term of this Agreement, BryComm shall provide Owner proof of current insurance upon request of Owner.

Article 7. Other Obligations. BryComm will comply with all requirements set forth in the other Contract Documents.

Article 8. Liquidated Damages. Liquidated damages in the amount of One Hundred Dollars (\$100.00) per day shall accrue for each and every calendar day of unexcused delay in achieving Substantial Completion of any of the Work. Any sums due and payable hereunder by the BryComm shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion of any Work hereunder will be inexcusably delayed, the Owner shall be entitled, but not required to, withhold





from any amounts otherwise due BryComm an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when BryComm overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to BryComm those funds withheld, but no longer applicable, as liquidated damages.

Article 9. Worker's Compensation Insurance. Pursuant to Section 406.096 of the Texas Labor Code, by execution of the Agreement, BryComm certifies to Owner that it has Worker's Compensation Insurance coverage for each employee of BryComm employed on this Project. BryComm shall obtain from each subcontractor a certificate which certifies that the subcontractor has Worker's Compensation insurance coverage for each employee of the subcontractor employed on this Project and shall promptly provide Owner with all such certificates.

Article 10. Miscellaneous.

- (a) **Choice of law.** This Agreement shall be construed and applied according to the laws of the State of Texas, without giving effect to its choice of law's provisions.
- (b) **Venue.** Venue for any all disputes of any kind arising under or related to this Agreement shall be and lie exclusively in the state and county courts of Williamson County, Texas, or, as applicable, the federal district courts of the Western District of Texas, Austin Division.
- (c) **Attorney's fees.** The party prevailing in any adjudication, as that term is defined in Texas Local Government Code section 271.151, or successor statutes, of a claim by or against Owner or Owner's Agent, or any member Participant of Owner, or by or against BryComm, arising under or related to this Agreement or the performance of it, shall be entitled to recovery of reasonable and necessary attorney's fees that are equitable and just and costs as permitted by Texas Local Government Code section 271.153 or its successor statute.
- (d) **Entire Agreement.** This Agreement, including the other Contract Documents, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral representations, agreements, promises, understandings or undertakings concerning the Work or any other subject matter of this Agreement.
- (e) **Amendment.** This Agreement may be amended only by a writing duly approved by Williamson County or its successor's governing body and by BryComm.
- (f) **Severance; survival.** If any provision of this Agreement should be held by a court or other legal tribunal to be illegal or otherwise unenforceable, the remainder of this Agreement shall



survive to the extent lawful and practicable without changing the underlying purpose and intent of the Agreement, and shall continue and be enforceable on that basis.

- (g) **Construction.** Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.
- (h) **Non-Assignable.** BryComm has been selected by Owner on the basis of experience, qualities, reputation, financial condition, and other attributes specific to BryComm. This Agreement is not assignable by BryComm without the express written consent of Owner, which shall be given or withheld in the sole discretion of Owner; provided, however, that BryComm may assign this Agreement in whole or in part to any entity controlling BryComm, controlled by BryComm or under common ownership and control with BryComm, without the prior written consent of Owner; provided, that BryComm stands thereafter as guarantor of the performance of the assignee entity unless otherwise agreed in writing by Owner. A mere change by BryComm of its partnership name, corporate name or trade name shall not require the consent of Owner; provided, that written notice shall be promptly given to Owner by BryComm of the proposed change and of the effective date thereof, at least fifteen (15) days in advance of such change.
- (i) **No waiver of rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.
- (j) **Force Majeure.** No party hereto shall be responsible for performance hereunder, and its obligation to perform its obligations hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, earthquake, flood, landslide, and catastrophic storm and other weather events; sustained power outages or fuel shortages preventing operation of necessary equipment or receipt of





necessary materials, supplies or equipment; national or international failures of supply of necessary equipment, materials, components or supplies; acts of terrorism, vandalism, sabotage, theft of necessary components, equipment, materials or supplies; any action, law, order, regulation, directive, or requirement of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, having requisite authority and jurisdiction, that precludes or substantially adversely affects the party's ability to perform; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of the party or its reasonable ability to have avoided or prevented such event; and such excuse by reason of force majeure shall last until that party by the exercise of reasonable diligence removes, avoids or otherwise cures such impediment; provided, however, that failure, inability or absence of performance for any reason based on the economic condition of the party or the potential for economic advantage to that party on the basis of nonperformance shall not constitute an event of force majeure.

- (k) **Authority to execute.** Each person signing this Agreement on behalf of a party hereto represents and warrants to the other party that he/she has the requisite authority to sign this Agreement on behalf of the party for which he/she signs, and has been duly authorized by that party to execute this Agreement on the party's behalf and to bind the party thereby; and that all prerequisites to permit and authorize the agreement of the party being represented to enter into this Agreement have been taken and completed as required by applicable law.
- (l) **Consents.** Except where otherwise provided in this Agreement, where consent is required of each party to this Agreement, the parties shall not unreasonably withhold, delay or condition such consent.
- (m) **DISCLAIMER AND LIMITATION OF LIABILITY.**

NEITHER OWNER NOR OWNER'S AGENT, NOR ANY MEMBER PARTICIPANT OF OWNER, NOR ANY OF THEIR ELECTED OFFICIALS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES (ALL COLLECTIVELY, "OWNER PARTIES"), SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM OR UNDER THIS AGREEMENT. BRYCOMM'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY OWNER OR BY ANY OWNER PARTIES SHALL BE TERMINATION AS PROVIDED HEREIN AND PAYMENT OF ANY FEES, REIMBURSEMENTS, OR OTHER PAYMENTS ACCRUED AND DUE UNDER THE TERMS OF THIS AGREEMENT.



- (n) **Failure of appropriations.** This Agreement does not create any future debt or other obligation of Owner or of any Owner Participant entity to make payments other than out of Owner's current fiscal year funds. It shall be grounds for termination of this Agreement without penalty to Owner or any Owner Participant if any member Participant of Owner fails for any reason to appropriate and timely pay to Owner in full its apportioned share of Owner's annual budgeted funds; or, alternatively, Owner shall have the right to adjust the scope of this Agreement and the payment terms and contract payment amounts hereunder to reflect such adjustments as Owner in its discretion makes to its annual budget on account of such failures of appropriation or timely payment by its members; provided, that Owner will give BryComm notice of any such nonappropriation or nonpayment by any member Participant of Owner if in Owner's judgment such non-appropriation or nonpayment will have a material effect on the ability of Owner to make payments required under this Agreement. In the event Owner determines to terminate this Agreement due to any such nonappropriation, and gives written notice to BryComm of such termination, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party; provided, that Owner will remain responsible for costs and fees accrued hereunder for periods prior to such termination. Owner certifies that it has available funds for payment of this Agreement during the initial fiscal year of Owner in the term hereof.
- (o) **Relationship of parties.** The parties contemplate and intend that the relationship of BryComm to Owner at all times during the term of this Agreement and any extensions of it shall be that of an independent BryComm and not an employee of Owner; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of BryComm as an independent Contractor. BryComm shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.
- (p) **Cooperation.** BryComm agrees to cooperate fully with Owner in the performance of the Work hereunder, or in the defense or settlement by Owner of any lawsuit or other claim concerning, related to, or arising from the Work or this Agreement.
- (q) **INDEMNITY.**

BRYCOMM SHALL INDEMNIFY AND HOLD OWNER, OWNER'S AGENTS, OWNER PARTICIPANT ENTITIES AND OTHER OWNER PARTIES, HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (COLLECTIVELY "CLAIMS"), ASSERTED AGAINST OWNER, OWNER'S AGENTS, OTHER OWNER PARTICIPANTS (OR THEIR PERSONNEL) OR OTHER OWNER PARTIES RELATED TO, CONCERNING OR ARISING FROM BRYCOMM'S PERFORMANCE OF WORK UNDER THIS AGREEMENT, FOR WHICH AND TO THE EXTENT ANY SUCH CLAIM IS BASED IN WHOLE OR PART ON ASSERTIONS OF THE ACTS OR OMISSIONS OF CONTRATOR, ITS EMPLOYEES, AGENTS, OFFICERS, PARTNERS, OWNERS OR OTHER PRINCIPALS, SUBCONTRACTOR OR OTHER REPRESENTATIVES.





- (r) **Document and information ownership.** All documents detailing information concerning or describing (i) the WILLIAMSON COUNTY Network, including the location or configuration of any part of the WILLIAMSON COUNTY Network (including but not limited to WILLIAMSON COUNTY fiber optic cable, facilities, sites, equipment, or any other part of the WILLIAMSON COUNTY Network, including but not limited to as-built diagrams or other documentation); (ii) the condition from time to time of the WILLIAMSON COUNTY Network or any parts of it; (iii) details or history of any maintenance, repairs, alterations, modifications, reconfigurations, extensions, upgrades, additions or other aspects of any kind of the WILLIAMSON COUNTY Network or any part of it; (iv) plans, designs or engineering work for any WILLIAMSON COUNTY Network extensions, upgrades, additions, alterations, repairs, reconfigurations, maintenance or any other change of any kind to the WILLIAMSON COUNTY Network or any part of it; and (v) any and all other documents related to or concerning the WILLIAMSON COUNTY Network, whether provided to BryComm by WILLIAMSON COUNTY, created by BryComm or its subcontractors in relation to BryComm's work hereunder, or otherwise (all collectively "WILLIAMSON COUNTY Information"), to which BryComm or any of its subcontractors have access, or right of access or control, are and shall remain the sole and exclusive property of WILLIAMSON COUNTY. BryComm understands and acknowledges that the use by BryComm of all such information shall be only in aid of the performance of BryComm's duties hereunder, and that BryComm's unauthorized use, or the unauthorized access by or disclosure to unauthorized persons or entities, shall be a material violation of this Agreement, and that it may be and likely is proscribed by law, for which criminal penalties may be imposed. Upon termination of this Agreement for any reason, BryComm agrees promptly to return all such WILLIAMSON COUNTY Information to Owner and to certify within ten (10) business days of such termination that all WILLIAMSON COUNTY Information in BryComm's possession or under its control or access, or right of control or access, have been returned to Owner. For the purposes of this provision, "documents" includes without limitation hereby any and all documents, records, diagrams, photographs, images, and other information of any kind, no matter where, on what medium, or by what means created, stored, written, recorded, transmitted, kept or maintained; and all WILLIAMSON COUNTY Information provided to BryComm's subcontractors, agents or representatives is considered to be under the control or right of control of BryComm.
- (s) **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.
- (t) **Termination:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- (u) **Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,





or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(v) **Right to Audit:** Service Provider agrees that The County 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

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



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Williamson County Fiber Optic OSP Maintenance Contract



Executed by the parties on the dates set forth below, but to be effective as of the fifteenth day of August 2016.

OWNER (WILLIAMSON COUNTY):

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____, 2016

MAINTENANCE CONTRACTOR (BRYCOMM, LLC):

By: _____

Name: _____ Cory Brymer

Title: _____ President/Owner

Date: _____ August 4 _____, 2016



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OFFER CERTIFICATION

The undersigned Firm, by signing and executing this offer, certifies and represents to Williamson County that Firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this offer; the Firm also certifies and represents that Firm has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this offer; the Firm certifies and represents that Firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Williamson County concerning this offer on the basis of any consideration not authorized by law; the Firm also certifies and represents that Firm has not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this offer; the Firm further certifies and represents that Firm has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Firm will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this offer; the Firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Williamson County in connection with information regarding this offer, the submission of this offer, the award of this offer or the performance, delivery or sale pursuant to this offer.

FIRM NAME _____ BryComm ,LLC _____

SIGNED BY _____  _____

PRINTED NAME _____ Cory Brymer _____

TITLE _____
_____ Presient/Owner _____

MAILING ADDRESS _____ PO Box 220, Pflugerville, TX 78691 _____

TELEPHONE - (512) 712-4008 _____

FAX NUMBER - (512) 712-4009 _____

DATE _____ August 4, 2016 _____

E-MAILADDRESS _____
_____ cory.brymer@brycomm.com _____





SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

BryComms receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____ BryComm, LLC _____

Signature of Company Official: _____  _____

Date Signed: _____ August 4, 2016 _____

