
WILLIAMSON COUNTY SERVICE AND GOODS CONTRACT

A3 Communications, Inc. dba BryComm

Proposal No. 25-0212

Lake Creek Annex – Communications Rooms Demo and Rebuild & Fiber Backbone

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **A3 Communications, Inc. dba BryComm** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes MDF/IDF renovations for Lake Creek Annex, connecting the IT rooms via fiber networking cabling installation services of telecommunication equipment, electrical equipment, cables, wires, and communication and media related services as described in the attached Proposal No. 25-0212 being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as Exhibit “A,” which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A”, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before May 22, 2026, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”** and in accordance with COOP contract number DIR-CPO-4777. The not-to-exceed amount shall be Sixty Thousand, Four Hundred Eighty-Five Dollars and Two Cents (\$60,485.02).

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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER PERSON PER OCCURRENCE
	Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000 \$1,000,000
	Aggregate policy limits:	\$2,000,000
d.	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON PER OCCURRENCE
	Bodily injury (including death)	\$1,000,000 \$1,000,000
	Property damage	\$1,000,000 \$1,000,000
	Aggregate policy limits	No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IV.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract 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.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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 workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Proposal No. 25-0212, marked **Exhibit "A"**;
- B. The cooperative purchasing contract (DIR-CPO-4777) incorporated by reference;
and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

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.

WILLIAMSON COUNTY:

A3 Communications, Inc. dba
BryComm:

Authorized Signature

Kevin Popejoy

Authorized Signature

Printed Name

Kevin Popejoy

Printed Name

Date: _____, 20____

Date: March 28th, 2025

Exhibit “A”
Proposal No. 25-0212

Williamson County, TX
Bid ID: 25-0212



A Proposal For



Project Description

Division 27 – Communications Rooms Demo and Rebuild & Fiber Backbone

Revision 01

DIR # DIR-CPO-4777

Prepared by:
Tyler Toppenberg
T.Toppenberg@brycomm.com
O: 512-712-4008
Date: March 5, 2025

Submit Contracts & PO's to: orders@brycomm.com

BRYCOMM, LLC – WELL CONNECTED!

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: WILCO Area 51 Phase 1	Bid ID: 25-0212
Scope of Work: Structured Cabling – Division 27	
Contact: C. Ball	Title: WILCO
	Email: cball@wilco.org

I. DOCUMENTS

Drawings: Architectural Layout Drawings Provided by WILCO

II. SCOPE OF WORK

Pathways

1. Provide and install a j-hook cable support system for backbone fiber.
 - a. J-hooks shall have a 90-degree radius edge to prevent damage while installing cables.
 - b. J-hooks shall be directly attached to walls, hanger rods, etc., to meet job conditions.

Communications Equipment Room Fittings

1. Provide and install racks and all associated hardware for the MDF and IDF per discussions with WILCO.
 - a. MDF B162:
 - i. 2 – 2-Post Equipment Racks
 - ii. 3 – 8" Double-sided Vertical Wire Managers
 - b. IDF E122A:
 - i. 2 – 2-Post Equipment Racks
 - ii. 3 – 6" Double-sided Vertical Wire Managers
2. Provide and install 18" ladder rack and all associated hardware per discussions with WILCO.
3. Demolish all wall equipment, ladder rack, and post racks from the existing MDF B162.
4. Demolish all ladder rack and post racks from the existing IDF E122A.
5. Demolish existing Category cabling throughout the building.
6. ***The intent here is to demolish the existing MDF and IDF and rebuild as new in the same locations.***

Communications Backbone Cabling

1. Provide and install a 24 Strand OM4 plenum armored fiber from the new MDF B162 to the new IDF E122A.
 - a. LC pigtails will be fusion spliced on each end of fiber.

Grounding and Bonding Communications Systems

1. Bonding of all racks and ladder rack will be a minimum #6 AWG green-insulated stranded copper wire. Connectors shall be a copper alloy material and two-hole, double-crimp compression lug type at all connecting ends as indicated per specifications.

Exclusions

1. Core drilling, EZ-Paths installs, wire-mold, conduit (EMT), conduit (EMT) sleeves, poke-thru or other penetrations. As well as new pathways inside and outside (conduit), digging or trenching, or setting of new poles.
2. Labor, materials, or installation of Main building ground system, such as 750 KCMIL Ground Conductor including TBB, and ground from electrical distribution panels to MDF and IDFs.
3. Data communications hardware such as switches/routers/phones/UPSs/PDUs, and programming or configuration of data communications hardware.
4. Category cabling, horizontal cabling, or backbone copper cabling.
5. Any electrical power receptacles, carpentry, demolition, patching, refinishing, and relocation are excluded.
6. Any other hardware, labor or other materials that is not described in this Scope of Work, is excluded from this proposal. If this raises an issue, please make BryComm aware so that we may revise our proposal accordingly.

Clarifications

1. Testing, labeling and documentation of the entire installation will be provided upon completion.
2. An extended manufacturer warranty from the specified manufacturer will be provided upon completion.
3. Installation of all cabling will meet ANSI/TIA 568-D requirements and BICSI best practices.
4. Prevailing wage rates are included in this proposal.
5. BryComm to require (15) working days to review, process, and return all customer issued contracts.
6. All work will be performed Monday through Friday, excluding holidays, during regular normal working hours. BryComm assumes there are no abnormal environmental or hazardous conditions on the premises, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.
7. BryComm is not responsible for work stoppages that will impact the project schedule created by longer than usual material lead times.
8. If materials are not available at time of ordering, BryComm is not responsible for any price increases that are directly impacted by minimum order quantities by the manufacturers and will impact the pricing shown on this proposal.
9. Unless indicated otherwise, this proposal is based on the receipt of a single contract (source of funding) and/or will not require additional budgetary breakouts by BryComm not already indicated herein. Any deviation from this may result in additional administrative costs in the form of a change order to the project.
10. Due to rapidly fluctuating prices, Manufacturer Quotes, and availability of materials, pricing in this proposal is valid for a period of 30 days from the date of the proposal.

III. **PRICING SUMMARY**

Scope of Work		Cost
270000	Structured Cabling	\$ 60,485.02
Total		\$ 60,485.02

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.



Tyler Toppenberg

Business Development Manager

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