
**AMENDMENT TO
WILLIAMSON COUNTY
SERVICE AND GOODS CONTRACT
WITH
A3 COMMUNICATIONS, INC. DBA BRYCOMM
(Proposal No. 25-0388)
Berry Springs Tie Fiber**

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 AMENDMENT TO THE SERVICES CONTRACT ADDENDUM ("Amendment") is entered into as of the last party's execution hereof, 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 ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective February 12, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to increase the not-to-exceed amount to support physical network segmentation and cover changes to the fiber layout design.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

- I. Section III. **Consideration and Compensation** of the Contract shall be amended as follows:

Consideration and Compensation: This Amendment will revise the compensation to add \$2,775.00 to the original Contract, as set out in the Change Order dated June 23, 2025, attached as Exhibit "A-1" hereto and in accordance with the Cooperative Purchasing Contract DIR-CPO-4777. The new not-to-exceed amount for this Contract shall be **Sixteen Thousand Three Hundred Twenty-Four Dollars (\$16,324.00)**.

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.

II. Section XXI. **Entire Contract & Incorporated Documents: Conflicting Terms:** of the Contract shall be amended as follows:

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. The Original Services and Goods Contract, and its Exhibits approved 6/04/2025, incorporated by reference;
- B. The cooperative purchasing contract DIR-CPO-4777, incorporated by reference;
- C. Insurance certificates evidencing coverages required herein above incorporated by reference and;
- D. Change Order dated 6/23/2025, attached as Exhibit "A-1".

III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

IV. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

**A3 COMMUNICATIONS, INC. DBA
BRYCOMM:**

Authorized Signature

Kevin Popejoy

Authorized Signature

Hon. Steven Snell
County Judge

Kevin Popejoy
Printed Name

Date: _____, 20

Date: 07/17, 2025

Exhibit "A-1"
Change Order dated June 23, 2025



CUSTOMER		BRYCOMM REP					
Williamson County Attn: Chris Ball Systems Engineer 737-900-5993 cball@wilco.org		Chris Gonzales Project Executive - OSP Office: 512-712-4008 Cell: 512-569-5309 chris.gonzales@brycomm.com					
DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER					
6/23/25	25-0388	DIR-CPO-4777					
PROJECT ADDRESS		PROJECT DESCRIPTION					
1801 CR 152 Georgetown Texas		Berry Springs Tie Fiber Change Order					
LABOR DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	ZONE 1 DISCOUNT	COST	TOTAL
ITEM #	LABOR						
AERIAL OSP LIN	Lineman	10	hr.	\$107.14	30%	\$ 75.00	\$750.00
AERIAL OSP FRM	Crew Foreman	10	hr.	\$107.14	30%	\$ 75.00	\$750.00
INSTALLOF FOC TT	Lead Technician	10	hr.	\$160.71	30%	\$ 75.00	\$750.00
MGMT SVCS SPM	Sr. Project Manager	5	hr.	\$150.00	30%	\$ 105.00	\$525.00
				\$0.00	0%	\$ -	-
				\$0.00	\$0.00	0	-
LABOR SUB-TOTAL:							\$2,775.00
MATERIAL DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #							
MATERIAL SUB-TOTAL:							-
TOTAL:							\$2,775.00