



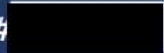
Williamson County
TX

DIR CONTRACT
NUMBER:



Outside Plant Fiber Maintenance FY 2022

Proposal #



Prepared by:
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Date: 3-17-21

Submit Contracts & PO's to: chris.gonzales@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: Williamson County Fiber Optic OSP Maintenance
Scope of Work: Outside Plant Fiber Maintenance 10/01/21 – 11/02/22
Estimated By: Chris Gonzales

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

I. SCOPE OF WORK

Fiber Optic OSP Maintenance

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
- 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. 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. 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.

II. PRICING SUMMARY:

Scope of Work		Cost
	Fiber Optic OSP Maintenance	\$21,500.00
		\$21,500.00

OSP Maintenance Unit Pricing

OSP (Outside Plant) Cabling Services Price Sheet - Labor Only

ATTACHMENT A

Part Number	Description	Unit of Measure	List Price	Zone 1 Discount	Extended Cost
UC-OSP-001	Place New Fiber, Lashed (ABV), 1-1000'	ft.	\$1.11	30.00%	\$0.78
UC-OSP-002	Place New Fiber, Lashed (not ABV), 1-1000'	ft.	\$1.40	30.00%	\$0.98
UC-OSP-003	Place New Fiber, Lashed (ABV), over 1001'	ft.	\$1.06	30.00%	\$0.74
UC-OSP-004	Place New Fiber, Lashed (not ABV), over 1001'	ft.	\$1.27	30.00%	\$0.89
UC-OSP-005	Place New Fiber, Self-supporting (ABV), 1-1000'	ft.	\$1.93	30.00%	\$1.35
UC-OSP-006	Place New Fiber, SS (not ABV), 1-1000'	ft.	\$2.36	30.00%	\$1.65
UC-OSP-007	Place New Fiber, Self-supporting (ABV), over 1001'	ft.	\$1.79	30.00%	\$1.25
UC-OSP-008	Place New Fiber, SS (not ABV), over 1001'	ft.	\$2.21	30.00%	\$1.55
UC-OSP-009	Place New Strand, 1-1000' with hardware	ft.	\$1.14	30.00%	\$0.80
UC-OSP-010	Place New Strand, over 1001' with hardware	ft.	\$0.79	30.00%	\$0.55
UC-OSP-011	J-Hook Poles to temp. Cable	ea.	\$50.00	30.00%	\$35.00
UC-OSP-012	Place 2 Inner ducts in Existing Conduit, 1-1000'	ft.	\$1.41	30.00%	\$0.99
UC-OSP-013	Place 2 Inner ducts in Existing Conduit, over 1001'	ft.	\$1.36	30.00%	\$0.95
UC-OSP-014	Place New Fiber Cable in Existing Conduit or DOM, 1-1000'	ft.	\$1.07	30.00%	\$0.75
UC-OSP-015	Place New Fiber Cable in Existing Conduit or DOM, over 1001'	ft.	\$0.93	30.00%	\$0.65
UC-OSP-016	Place new DOM (Duct on Messenger)	ft.	\$1.71	30.00%	\$1.20
UC-OSP-017	Place new Strand (Catenary Wire) 1/4" or 3/8"	ft.	\$0.79	30.00%	\$0.55
UC-OSP-018	Overlash New Fiber to Existing	ft.	\$1.21	30.00%	\$0.85
UC-OSP-019	1/2" Penetration thru Masonry	ea.	\$107.14	30.00%	\$75.00
UC-OSP-020	1/2" Penetration thru Siding/Sheetrock	ea.	\$64.29	30.00%	\$45.00
UC-OSP-021	Place 1" EMT Above False Ceiling, 1-200'	ft.	\$12.14	30.00%	\$8.50
UC-OSP-022	Place 1" EMT Above False Ceiling, over 201'	ft.	\$10.00	30.00%	\$7.00
UC-OSP-023	Place Fiber thru EMT, 1-200'	ft.	\$1.13	30.00%	\$0.79
UC-OSP-024	Place Fiber thru EMT, over 201'	ft.	\$1.06	30.00%	\$0.74
UC-OSP-025	Place 19" or 23" Bolt-down Rack, grounding, power strip	ea.	\$107.14	30.00%	\$75.00
UC-OSP-026	Place Free-standing Rack + sides + fans, grounding, power strip	ea.	\$214.29	30.00%	\$150.00
UC-OSP-027	Place 24 port Light guide Box + 6 packs in rack	ea.	\$107.14	30.00%	\$75.00
UC-OSP-028	Place 12/24 Light guide Box + 6 packs on wall	ea.	\$121.43	30.00%	\$85.00
UC-OSP-029	Place Polished SC or ST connector/Terminate SM Fiber	ea.	\$28.57	30.00%	\$20.00
UC-OSP-030	Place Polished SC or ST connector/Terminate MM Fiber	ea.	\$28.57	30.00%	\$20.00
UC-OSP-031	Hang or Rehang splice case	ea.	\$164.29	30.00%	\$115.00
UC-OSP-032	Place or Replace Loopers (Slack Mgmt Brackets)	Pair	\$142.86	30.00%	\$100.00
UC-OSP-033	Place or Replace Tie Wraps (Slack Coil)	ea.	\$7.06	30.00%	\$4.94
UC-OSP-034	Place Extension Bracket	ea.	\$107.14	30.00%	\$75.00
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	ea.	\$41.43	30.00%	\$29.00
UC-OSP-036	Fusion Splicing, SM Fiber	ea.	\$50.00	30.00%	\$35.00
UC-OSP-037	Fusion Splicing, SM Fiber (72 strand minimum)	ea.	\$35.71	30.00%	\$25.00
UC-OSP-038	Fusion Splice MM Fiber	ea.	\$50.00	30.00%	\$35.00
UC-OSP-039	Fusion Splice MM Fiber (72 strand minimum)	ea.	\$35.71	30.00%	\$25.00

UC-OSP-040	Uni-Direction OTDR Testing (single wavelength)	ea.	\$12.86	30.00%	\$9.00
UC-OSP-041	Bi-Directional OTDR Testing (single wavelength)	ea.	\$20.00	30.00%	\$14.00
UC-OSP-042	Uni-Direction OTDR Testing (dual wavelength)	ea.	\$15.71	30.00%	\$11.00
UC-OSP-043	Bi-Directional OTDR Testing (dual wavelength)	ea.	\$22.86	30.00%	\$16.00
UC-OSP-044	Uni-Direction Power Meter Testing (single wavelength)	ea.	\$17.14	30.00%	\$12.00
UC-OSP-045	Bi-Directional Power Meter Testing (single wavelength)	ea.	\$24.29	30.00%	\$17.00
UC-OSP-046	Uni-Direction Power Meter Testing (dual wavelength)	ea.	\$20.00	30.00%	\$14.00
UC-OSP-047	Bi-Directional Power Meter Testing (dual wavelength)	ea.	\$27.14	30.00%	\$19.00
UC-OSP-048	Transfer In line Cable	ea.	\$107.14	30.00%	\$75.00
UC-OSP-049	Pole Make Ready (for cable assignment)	ea.	\$64.29	30.00%	\$45.00
UC-OSP-050	Contact Steel Pole (up to 40')	ea.	\$71.43	30.00%	\$50.00
UC-OSP-051	Transfer Cable at Deadend Pole	ea.	\$107.14	30.00%	\$75.00
UC-OSP-052	Transfer Down or Overhead Guy	ea.	\$107.14	30.00%	\$75.00
UC-OSP-053	Transfer False Deadend Pole	ea.	\$107.14	30.00%	\$75.00
UC-OSP-054	Transfer Extension Bracket	ea.	\$71.43	30.00%	\$50.00
UC-OSP-055	Transfer Riser Cable & U-guard	ea.	\$71.43	30.00%	\$50.00
UC-OSP-056	Transfer 90 degree Bend with Cable	ea.	\$71.43	30.00%	\$50.00
UC-OSP-057	Transfer 90 degree Bend only	ea.	\$71.43	30.00%	\$50.00
UC-OSP-058	Transfer 90 degree Bend w/Cable & Conc. Cap	ea.	\$71.43	30.00%	\$50.00
UC-OSP-059	Transfer 90 degree Bend Only w/Concrete Cap	ea.	\$71.43	30.00%	\$50.00
UC-OSP-060	Transfer Sidewalk Guy	ea.	\$71.43	30.00%	\$50.00
UC-OSP-061	Top Pole	ea.	\$107.14	30.00%	\$75.00
UC-OSP-062	Unlash/Relash Broken Lashing Wire	ft.	\$0.71	30.00%	\$0.50
UC-OSP-063	Remove Guy and Anchor	ea.	\$171.43	30.00%	\$120.00
UC-OSP-064	Remove Guy Only	ea.	\$71.43	30.00%	\$50.00
UC-OSP-065	Delash Cable	ft.	\$1.07	30.00%	\$0.75
UC-OSP-066	Remove/Replace Strand	ft.	\$1.36	30.00%	\$0.95
UC-OSP-067	Remove Strand, 1 - 1000'	ft.	\$1.29	30.00%	\$0.90
UC-OSP-068	Remove Strand, 1000' minimum	ft.	\$0.64	30.00%	\$0.45
UC-OSP-069	Remove Cable+Strand, 1 - 1000'	ft.	\$2.00	30.00%	\$1.40
UC-OSP-070	Remove Cable+Strand, 1000' minimum	ft.	\$1.07	30.00%	\$0.75
UC-OSP-071	Remove Self-supporting Cable, 1 - 1000'	ft.	\$1.43	30.00%	\$1.00
UC-OSP-072	Remove Self-supporting Cable, 1000' minimum	ft.	\$0.71	30.00%	\$0.50
UC-OSP-073	Remove Cable via Unlashing, 1-1000'	ft.	\$1.36	30.00%	\$0.95
UC-OSP-074	Remove Cable via Unlashing, over 1001'	ft.	\$1.07	30.00%	\$0.75
UC-OSP-075	Remove Telephone Pole in Dirt (30')	ea.	\$500.00	30.00%	\$350.00
UC-OSP-076	Remove Telephone Pole in Dirt (40')	ea.	\$571.43	30.00%	\$400.00
UC-OSP-077	Remove Telephone Pole in Dirt (50')	ea.	\$642.86	30.00%	\$450.00
UC-OSP-078	Remove Telephone Pole in Concrete/Asphalt (30')	ea.	\$714.29	30.00%	\$500.00
UC-OSP-079	Remove Telephone Pole in Concrete/Asphalt (40')	ea.	\$785.71	30.00%	\$550.00

UC-OSP-080	Remove Telephone Pole in Concrete/Asphalt (50')	ea.	\$857.14	30.00%	\$600.00
UC-OSP-081	Place New Telephone Pole in Dirt (30')	ea.	\$928.57	30.00%	\$650.00
UC-OSP-082	Place New Telephone Pole in Dirt (40')	ea.	\$1,071.43	30.00%	\$750.00
UC-OSP-083	Place New Telephone Pole in Dirt (50')	ea.	\$1,357.14	30.00%	\$950.00
UC-OSP-084	Place New Telephone Pole in Concrete/Asphalt (30')	ea.	\$1,142.86	30.00%	\$800.00
UC-OSP-085	Place New Telephone Pole in Concrete/Asphalt (40')	ea.	\$1,285.71	30.00%	\$900.00
UC-OSP-086	Place New Telephone Pole in Concrete/Asphalt (50')	ea.	\$1,571.43	30.00%	\$1,100.00
UC-OSP-087	Remove cable from DOM	ft.	\$0.57	30.00%	\$0.40
UC-OSP-088	Remove UG Cable to Clear Duct	ft.	\$0.57	30.00%	\$0.40
UC-OSP-089	Remove Cable and Install Pull String	ft.	\$1.21	30.00%	\$0.85
UC-OSP-090	Place or Replace Anchor w 1/2" Rod	ea.	\$285.71	30.00%	\$200.00
UC-OSP-091	Hand Dig New Anchor	ea.	\$357.14	30.00%	\$250.00
UC-OSP-092	Place New or Replace Overhead Guy	ft.	\$0.71	30.00%	\$0.50
UC-OSP-093	Place, Replace or Rehoist Down Guy	ea.	\$64.29	30.00%	\$45.00
UC-OSP-094	Place or Replace Guy Guard	ea.	\$50.00	30.00%	\$35.00
UC-OSP-095	Place New or Replace Sidewalk Guy	ea.	\$57.14	30.00%	\$40.00
UC-OSP-096	Place New Riser	ea.	\$42.86	30.00%	\$30.00
UC-OSP-097	Place or Replace Riser Guard	ea.	\$57.14	30.00%	\$40.00
UC-OSP-098	Place or Replace ground rod	ea.	\$57.14	30.00%	\$40.00
UC-OSP-099	Cleat Cable to Building, 1-500'	ft.	\$3.93	30.00%	\$2.75
UC-OSP-100	Cleat Cable to Building, over 501'	ft.	\$2.79	30.00%	\$1.95
UC-OSP-101	Fusion Ribbon Splicing (12 Fibers)	ea.	\$180.00	30.00%	\$126.00
UC-OSP-102	Callout	ea.	\$300.00	30.00%	\$210.00
UC-OSP-103	Conduit Proofing	ft.	\$0.65	30.00%	\$0.46
UC-OSP-104	Police Support	hr.	\$95.00	30.00%	\$66.50
UC-OSP-105	Pole Profiles	ea.	\$95.00	30.00%	\$66.50
UC-OSP-106	Pole Load Analysis	ea.	\$250.00	30.00%	\$175.00
UC-OSP-107	Operator	hr.	\$65.00	30.00%	\$45.50
UC-OSP-108	Mini Excavator Usage	hr.	\$105.00	30.00%	\$73.50
HC-OSP-001	Slack Mgmt to support repair or construction activity (drop or rehang)	hr.	\$50.00	30.00%	\$35.00
HC-OSP-002	Troubleshoot Fiber, Isolate Problem	hr.	\$64.29	30.00%	\$45.00
HC-OSP-003	Field and Design	hr.	\$68.57	30.00%	\$48.00
HC-OSP-004	Permit	hr.	\$50.00	30.00%	\$35.00
HC-OSP-005	CAD to Bentley Data Conversion and Workstation Support	hr.	\$68.57	30.00%	\$48.00
HC-OSP-006	Print Reproduction (Utility Job Prints)	hr.	\$50.00	30.00%	\$35.00
HC-OSP-007	Disk Production (ring or job prints)	hr.	\$50.00	30.00%	\$35.00
HC-OSP-011	Supervisor Labor	hr.	\$55.71	30.00%	\$39.00
HC-OSP-012	Lineman Labor	hr.	\$30.00	30.00%	\$21.00
HC-OSP-013	3man line crew	hr.	\$135.71	30.00%	\$95.00
HC-OSP-014	Bucket Truck Usage	hr.	\$107.14	30.00%	\$75.00
HC-OSP-015	Digger Derrick Truck Usage (for placing telephone poles)	hr.	\$178.57	30.00%	\$125.00
	*ABV = Access By Vehicle				

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

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
FIBER MAINTENANCE

(Via DIR Contract # [REDACTED])

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 Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC, (hereinafter “Service Provider”)**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services 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 services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work/Quote # [REDACTED], which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) “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.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$21,500.00.**

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.

IV.

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	
Bodily Injury by Disease	
Bodily Injury by Disease	\$500,000 Ea. Accident
	\$500,000 Ea. Employee
	\$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)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

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.

V.

Entire Contract & Incorporated Documents: 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 (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quote # [REDACTED], which is incorporated herein as if copied in full;
- B. [REDACTED]; and
- C. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: 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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. 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.

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.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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 work space 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.

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.

XV.

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

XVI.


No Assignment: Service Provider may not assign this Contract.

XVII.

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.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:


Bill Gravell (Mar 9, 2022 06:54 CST)

Authorized Signature

Bill Gravell

Printed Name

Date: Mar 9, 2022 ____, 2022

SERVICE PROVIDER:



Authorized Signature

Chris Gonzales

Printed Name

Date: February 23, 2022

Exhibit(s)
Statement of Work/Quote # 