

CONTRACT BETWEEN

INTERA Incorporated AND BURNET COUNTY, TEXAS

This Contract is executed by and between INTERA Incorporated and Burnet County, Texas, hereinafter called CONTRACTOR and COUNTY, respectively,

It is AGREED and UNDERSTOOD that this Contract is for the labor and materials necessary to conduct a study of groundwater availability.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per Exhibit A: Scope of Work dated 4-06-22

It is AGREED and UNDERSTOOD that this Contract includes Exhibit B: Burnet County Standard Terms and Conditions attached herein.

The CONTRACTOR responsibilities shall include the following:

Scope of Work described in Exhibit A attached herein and including the following:

- CONTRACTOR shall perform cleanup of work areas on a daily basis.
- CONTRACTOR shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the operation and work of County business.
- CONTRACTOR shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.
- Job project will not be paid until COUNTY is satisfied with completion.

Insurance

- A. The CONTRACTOR shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The CONTRACTOR shall carry liability insurance as required in Exhibit B: Burnet County Standard Terms and Conditions.
- C. The CONTRACTOR shall supply a copy of proof of insurance coverage to COUNTY upon request and/or upon any change in coverage.

Termination Provisions

This contract is effective beginning **June 14, 2022** until job completion; except that in a case of default by the CONTRACTOR by failure to meet conditions set forth in this contract, whereby the COUNTY shall have the right to cancel this contract by giving ten (10) days written notice to the CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. In the event of cancellation or termination then COUNTY shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract.

Early Termination of Contract and Late Fees

In the event that COUNTY cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt. Any amount not paid within thirty (30) days is past due.

Contract Amendments

- A. This contract may be amended by mutual agreement of both the CONTRACTOR and the COUNTY.
- B. All amendments shall be in writing and approved by the COUNTY and the CONTRACTOR'S authorized representative.

Payment Terms

The COUNTY shall pay to the CONTRACTOR its fee of price not to exceed \$99,580.00 for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

Criminal Background Checks

If requested, CONTRACTOR shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.

If required by Burnet County, CONTRACTOR'S personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. The Burnet County Juvenile Board will determine what it means by "pass" a criminal background check, and the County reserves the right to exclude any worker from access to the facility for security purposes, within the sole discretions That status, within the County's sole discretion, must be maintained by all of CONTRACTOR's personnel entering COUNTY buildings for the duration of the contract.

The COUNTY reserves the right to conduct additional Criminal Background Checks as it deems necessary.

Bonds

The CONTRACTOR shall submit bonds as required by Texas Government Code 2253.

Warranty

The work performed by CONTRACTOR includes a one year workmanship warranty. If any item manufactured by CONTRACTOR fails under normal wear and tear then it will be replaced at the cost of the CONTRACTOR.

SPECIAL CONDITIONS

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall if required, furnish satisfactory evidence as to the kind and quality of materials.

RIGHT OF ENTRY. The COUNTY reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said COUNTY may desire.

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the COUNTY shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the COUNTY against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that it will indemnify and save the COUNTY harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the COUNTY may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the COUNTY has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the

terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the COUNTY by either the CONTRACTOR or his Surety.

FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the COUNTY shall inspect the work and within said time, prepare and send a list of deficiencies. If there are not deficiencies found then COUNTY will process final payment.

FINAL PAYMENT. The COUNTY, who shall pay to the CONTRACTOR on or before the 35th day, after the date of Project Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract.

PAYMENTS WITHHELD. The COUNTY may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for Material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

CHANGE ORDERS: Without invalidating this Agreement, the COUNTY may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the COUNTY after formal approval of Burnet County. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

EXAMINATION OF SITE OF PROJECT. CONTRACTOR shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

TRADE NAMES AND MATERIALS. Where materials or equipment are specified by a trade or brand name, it is not the intention of the COUNTY to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean the equivalent of, or equal to some other thing, in the opinion or judgment of the COUNTY. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the COUNTY, and the COUNTY shall have the right to require the use of such specifically designated material, article or process.

BARRICADES, LIGHTS, AND WATCHMEN. Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall at his own cost and expense furnish and erect such

barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the CONTRACTOR shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the COUNTY may order the damaged portion immediately removed and replaced by the CONTRACTOR at its cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the COUNTY.

RESTORATION OF SITE & CLEANUP. Upon completion of the project (or major portions thereof) the CONTRACTOR shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The CONTRACTOR shall thoroughly clean all equipment and materials installed by and shall deliver over such materials and equipment in an undamaged, clean condition.

SAFETY.

- In accordance with generally accepted construction practices, the CONTRACTOR alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the COUNTY to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures, in, on, or near the construction site.

EXISTING UTILITIES AND SERVICE LINES. The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by construction operations. Where existing utilities or service lines are cut, broken or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at CONTRACTOR'S cost and expense.

PROTECTION OF PROPERTY. The CONTRACTOR shall, at no additional expense to the COUNTY, protect by false work, braces, shoring or other property along the line of work or affected directly by CONTRACTOR work, against damage and shall repair the damages or repay the injured COUNTY if such damage occurs. The CONTRACTOR shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the CONTRACTOR without additional compensation. Protection is CONTRACTOR'S responsibility and CONTRACTOR must satisfy as to the existence and location of all utilities and structures.

CONTRACTS IN DEFAULT. The COUNTY may declare a contract in default for any one or more of the following reasons:

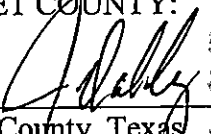
- Failure to complete the work within the contract period or any extension thereof.
- Failure or refusal to comply with an order of the COUNTY within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- Disregard or violation of any other important provisions of the Contract Documents as determined by the COUNTY.

INDEMNITY: CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, injuries, lawsuits, administrative actions and other claims whether such claims are based on contract, statute or common law theories of recovery, to the extent caused by the 1) negligent acts or omissions of Contractor, 2) reckless acts or omissions of Contractor, 3) intentional misconduct of Contractor, 4) material misrepresentations of Contractor, 5) material breaches of contract or warranty by Contractor and 6) infringement of United States patents, copyrights and trademarks by Contractor. This indemnity and hold harmless provision applies to all acts of alleged negligence, gross negligence and intentional acts *on the part of any party* to this contract, any officers, contractors, employees, elected employees, appointed employees, volunteers or reserve officers.

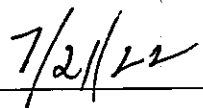
INTERPRETATION OF CONTRACT AND EXHIBIT B: "Burnet County Standard Terms and Conditions" have traditionally been made part of every Burnet County Contract. To the extent that the "Burnet County Terms and Conditions" are found to be in direct conflict with any of the terms and conditions of this document, the terms of this document will control. Otherwise, the Parties agree that this contract should be interpreted so that the provisions of both documents supplement and support each other, with the greatest protections interpreted in favor of the County.

APPROVED:

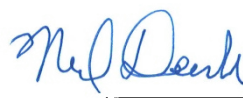
BURNET COUNTY:



Burnet County, Texas



Date



INTERA Incorporated

7/26/2022

Date

EXHIBIT A



INTERA Incorporated
9600 Great Hills Trail, Suite 300W
Austin, Texas 78759 USA
512.425.2000

4/06/2022

Burnet County Development Services
Herb Darling, Director Burnet County Development Services
220 S. Pierce
Burnet, TX 78611

RE: Burnet County Groundwater Supply Resilience Study

1 Background and Motivation

The American Rescue Plan Act of 2021 (ARPA) provided funding directly to counties to, among other uses, provide necessary investments in water, sewer, and broadband. In Burnet County, an unprecedented rate of development has created pressure on water availability, both for existing and new developments. In most cases, developments rely on groundwater for new water sources. Understanding groundwater availability in Burnet County will be critical to planning for current and future growth. Some smaller water suppliers that rely on groundwater are experiencing declining yields or systems where demands cannot be easily met, bringing into question the resiliency of the water supply under increasing pressure from new users.

In 2011, Central Texas Groundwater Conservation District (CTGCD) performed a study of water availability in Burnet County. In the past 10 years, CTGCD has acquired hydrogeologic data from hundreds of new wells, and an expanded/improved monitoring network. While CTGCD utilizes this data in their day-to-day activities while accomplishing their mission, the data have not yet been used to perform a more regional assessment of groundwater resources. an untapped resource for improving the understanding of regional groundwater availability and ultimately assessing the resiliency of the groundwater supplies in Burnet County.

Two primary aquifers exist in Burnet County: the Trinity Aquifer and the Llano Uplift Aquifer system (LUAS). This proposed project focuses primarily on the Trinity Aquifer, which is currently under the highest pressure from development relative to the ability of the aquifer to supply water. In addition, we propose to perform an evaluation of the current Texas Water Development Board LUAS groundwater model conceptualization against new LUAS data that has been gathered in recent years.

2 Project Approach

Understanding groundwater availability requires development of a *conceptual model* of the hydrogeologic system. A conceptual model represents our best understanding of the occurrence and flow of groundwater in the aquifers that exist in the subsurface. Key elements of the conceptual model include:

1. Structure: the depth and thickness of the formations that comprise the aquifers in the county
2. Hydraulic properties: the physical properties of the aquifers that govern the rate of flow of groundwater and how potential well yields might change spatially in the county
3. Water levels: how groundwater levels vary in time and space through the county

4. Water quality: occurrence of fresh and brackish groundwater in the county
5. Recharge/Discharge: processes that either increase (e.g. percolation of precipitation) or decrease (e.g. pumping) the amount of groundwater in the county

Each of these elements of the conceptual model will be addressed as part of this study.

While we intend to make this study as comprehensive as possible, the availability of data will determine the work products that come from each element of the analysis. In general, the most new data will be available for the Middle Trinity Aquifer, while less data will be available for the Lower Trinity Aquifer. Similarly, the LUAS may have limited data available only in portions of the county.

When data is limited, we may not be able to create continuous surfaces or distributions of hydrogeologic properties. In those cases, we will create maps of the available point data, without interpolation.

2.1 Structure

Structure generally describes the elevation of the tops and bottoms of the formations that comprise an aquifer. This may include delineating any faults that may cause offsets in these formation elevations. The primary data source for determining aquifer structure is the geophysical log. CTGCD has logged or obtained logs from hundreds of wells in the last 10 years that can be used to update the understanding of the structure of the Trinity Aquifer. In addition, new logs are available for the LUAS that may be used for comparison to the structure in the existing TWDB LUAS model.

We will interpret these geophysical logs to identify the tops and bottoms of the Glen Rose, Hensel, and Cow Creek formations which comprise the Middle Trinity. Where possible, the structure of the Lower Trinity will also be identified, along with the contact between the Trinity and the older Paleozoics. Wells that are drilled deep enough to intersect the Lower Trinity are less common in the district.

Once the structural picks have been made at each geophysical log location, cross-sections will be created in the strike and dip directions. Where adequate spatial coverage exists the points will be spatially interpolated to create continuous surfaces that can be used to estimate depths to the top and bottom of the formations at any location in the county. Where these surfaces come to ground level, they will be tied to surface geology.

2.2 Hydraulic Properties

When water wells are drilled for the purpose of public water supply, or when groundwater availability studies are performed for the purpose of obtaining platting permits, pumping tests are performed that help demonstrate that the planned well or wells represent sufficient future water supply. These tests can be interpreted to estimate hydraulic properties of the aquifer. The primary hydraulic properties that can be derived from these tests are hydraulic conductivity/transmissivity and storativity.

We will compile the results from these tests and, given sufficient data coverage for a given aquifer, will create maps that show estimates of how hydraulic properties for the vary throughout the county.

2.3 Water Levels

CTGCD has increased the number of monitoring wells in their network to improve the understanding of trends in groundwater levels in Burnet County. This water level data will be used to create recent water level surfaces for the Middle Trinity Aquifer. If enough historical data is available, we will also create historical water level surfaces that can be compared to the recent surfaces, and determine regional trends in water levels. Water levels will also be analyzed for the Lower Trinity Aquifer where possible, to

determine trends where data coverage is sufficient to do so. Similarly, water levels will be analyzed in the LUAS where data coverage warrants.

2.4 Water Quality

As with hydraulic properties, water wells that are drilled for the purpose of providing public water supply are required to measure the water quality of the produced groundwater. We will compile the results from these tests and, given sufficient data coverage, will create a map of how the Middle Trinity water quality, as characterized by total dissolved solids, varies in the county. We will also compile and report any data available from the Lower Trinity and the LUAS, where data coverage warrants.

2.5 Recharge and Discharge

The primary source of recharge for the Trinity Aquifer in Burnet County is infiltration from precipitation. Regional recharge from precipitation is difficult to estimate directly. Most approaches rely on estimates of baseflow and springflow (i.e. focus on natural discharge components in order to estimate recharge). While Burnet County is crossed by the North and South Fork San Gabriel rivers, Berry Creek, the Lampasas River (at the northern boundary of the county) and the Colorado River near the southern boundary, none of these surface water features are sufficiently instrumented to estimate baseflow. The closest gage is on the North Fork San Gabriel and is about 10 miles east into Williamson County.

One alternative strategy to estimating recharge is to examine shallow groundwater levels and analyze their response to rain events. We will use the results from Task 2.3 to determine whether any correlation can be determined, and whether recharge can be estimated from any found correlation.

One of the primary discharge mechanisms that can be readily estimated is groundwater pumping. We will use pumping records from non-exempt wells, and estimates of average water use from exempt private wells, to estimate overall pumping in Burnet County by aquifer, including the Trinity and LUAS aquifers.

3 High Level Comparison of the TWDB GAMs to Findings

The TWDB currently uses groundwater availability models (GAMs) for water availability estimates in the Trinity and LUAS aquifers for the purposes of joint-planning. We will perform a high-level comparison of the findings from the conceptual model development to the current parameterization in the GAMs to determine whether there are elements of those conceptual models that could significantly improved using results from the proposed study. If so, we will make recommendations as to how these improvements could be implemented.

4 Project Team

The project team will consist of a combination of staff from CTGCD and INTERA. CTGCD will provide in-kind services primarily consisting of data compilation and transfer, geophysical log acquisition, and providing local expertise with respect to hydrogeologic trends. In addition, CTGCD will be key in identifying pumping well locations and production rates, as well as estimating pumping rates for exempt wells.

INTERA will lead the analysis of the data and production of maps of structure, hydraulic conductivity, water levels, and water quality. INTERA will provide the analysis of recharge and discharge. Finally, INTERA will provide the comparison of the updated conceptual models to their respective TWDB groundwater models, and make the recommendations for improvements/updates, if any.

5 Deliverables

The tasks associated with the proposed work described in Sections 2 and 3 are listed in the Table 1, below. Findings from these tasks will be documented in a technical memorandum. In addition, the project team will present the findings of the study at a meeting with CTGCD and County officials. Periodic updates on the study will be provided at CTGCD board meetings.

6 Schedule and Budget

We estimate that the project can be completed in 12 months. Assuming an approximate May 2022 start date, that would make our completion date May 31, 2023.

The project cost is estimated at \$99,580, with cost by task shown in Table 1, below. INTERA understands that payment from Burnet County will be based on state law.

Table 1. Proposed tasks and associated costs.

Task #	Task	Cost
1	Structure (Log analysis, cross-sections)	24,740
2	Properties	19,360
3	Water Levels	14,940
4	Water Quality	6,660
5	Recharge and Discharge	11,640
6	Comparison to GAMs	5,480
7	Reporting	16,760
	Total	99,580



**EXHIBIT B
STANDARD PURCHASE TERMS AND CONDITIONS
DEPARTMENT OF PURCHASING
BURNET COUNTY, TEXAS**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED** - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE & RISK OF LOSS** - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually accepts the goods at the point or points of delivery.

4. **FOB POINT** - Delivery of all products under this contract shall be made Free On Board to final destination, at the address shown in this contract or as indicated on each Delivery Order placed against this contract. The title and risk of loss of the goods shall not pass to Burnet County until receipt and acceptance takes place at the F.O.B. point.

5. **NO REPLACEMENT OF DEFECTIVE TENDER** - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY** - The place of delivery shall be that set forth in the block of the purchase order release entitled "Ship To". Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICES AND PAYMENTS

a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Burnet County Auditor's Office, 133 E. Jackson St, Burnet, Texas 77806. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditor's Office advised of any changes in your remittance addresses.

b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

c. Do not include Federal Excise, State, County, or City Sales Tax. The County shall furnish tax exemption certificate upon request.

8. **GRATUITIES** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Burnet County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **SPECIAL TOOLS & TEST EQUIPMENT** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **. PRODUCT WARRANTIES** - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** - Seller warrants that all applicable patents and Copyrights which may exist on items bid upon have been adhered to and further warrants that Burnet County shall not be liable for any infringement of those rights. Seller agrees to defend Burnet County in any legal cause of action resulting from any violations to existing patents, licenses, or copyrights applicable to items sold hereunder.

14. **RIGHT OF INSPECTION** - Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION** - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if Seller

becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION** - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE** - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

18. **. ASSIGNMENT DELEGATION** - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **. WAIVERS** - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **. MODIFICATIONS** - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. **. INTERPRETATION PAROL EVIDENCE** - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. **. APPLICABLE LAW** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. **ADVERTISING** - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. **. RIGHT TO ASSURANCE** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE** - Both parties agree that venue for any litigation arising from this contract shall be in Burnet County, Texas.

26. **INSURANCE** - Construction and professional service providers shall purchase and maintain the following insurance the entire term of the contract. 1. Worker's Compensation in accordance with statutory requirements. 2. Commercial General Liability Insurance with a combined minimum of \$1,000,000 per occurrence. 3. Automobile Liability Insurance, covering owned, hired and non-owned vehicles with combined minimum limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.

27. POTENTIAL CONFLICTS OF INTEREST - An outside consultant or contractor is prohibited from submitting a bid for services on a Burnet County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliated, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Burnet County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250.00 given to any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Burnet County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

28. By accepting this Purchase Order, the seller verifies that it does not boycott Israel and will not boycott Israel during the term of the contract with Burnet County.

New Vendor Information

FOR CONTRACT/PURCHASE ORDER:

Legal Business Name: INTERA Incorporated

DBA: INTERA Incorporated

SAM.GOV Entity ID: ZHXMXLRLZ6T9

Mailing Address: 9600 Great Hills Trail, Suite 300W

County/State/Zip: Travis County, Texas, 78759

Order Contact Name: Neil Deeds

Order Contact Email Address: ndeeds@intera.com

Order Contact Phone & Extension: 512-506-1230

After Hours Contact/Phone: 512-506-1230

REMIT PAYMENT TO:

Mailing Address: 9600 Great Hills Trail, Suite 300W

County/State/Zip: Travis County, Texas, 78759

Accounting Contact Name: Kristen Spencer

Contact Email Address: kspencer@intera.com

Accounting Contact Phone & Extension: 512-425-2044

Note: PLEASE SEND A COPY OF YOUR CURRENT W-9 WITH THIS FORM



Authorized Signature

**ATTACHMENT I:
CONTRACTOR'S REPRESENTATIONS**

Contractor makes the following representations regarding compliance with the provisions of 2 CFR 200 *Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards*, including but not limited to:

- A. Gratuities/Bribes: Contractor certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Contractor, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- B. Financial Participation: Contractor certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- C. Required Licenses: Contractor certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- D. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Contractor certifies that the signer has authority to submit the Proposal on behalf of the Contractor and to bind the Contractor to any resulting contract.
- E. Anti-Boycott of Energy Companies. Contractor verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement. This provision excludes a company with 10 or more full-time employees and a contract that has a value of \$100,000 or more to be paid wholly or partly from the entity's public funds, as well as a sole proprietorship as a contractor for purposes of this prohibition.
- F. Nondiscrimination Against Firearm and Ammunition Industries. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
- G. Public Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor or vendor agrees that the contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- H. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the County of Burnet for cause:
 - 1. The successful Contractor fails to perform in accordance with the provisions of these specifications;
or
 - 2. The successful Contractor violates any of the provisions of these specifications; or
 - 3. The successful Contractor disregards laws or regulations of any public body having jurisdiction; or

4. The successful Contractor transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
5. If one or more of the events identified in subparagraphs i) through iv) occurs, the County of Burnet may terminate the contract by giving the successful Contractor seven (7) days written notice. In such case, the successful Contractor shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Contractor shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
6. When the contract has been so terminated by the County of Burnet, such termination shall not affect any rights or remedies of the County then existing or which may thereafter accrue.
- I. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.
- J. Davis-Bacon Act. If applicable, contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- K. Contract Work Hours and Selection Standards. Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- L. Rights to Invention Made Under Contract or Agreement. Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- M. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- N. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- O. Procurement of Recovered Materials. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- P. Restrictions on Lobbying. Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment V of the RFSQ. Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

Q. Drug-Free Workplace. Contractor shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

R. Civil Rights Compliance.

1. Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.
 2. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
 4. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
 6. Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as the County, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- S. Disadvantaged Business Enterprise Program Requirements. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall*

carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

- T. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not).
 8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed.

Reg. at 74087 to 74100).

- U. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.) *Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts*. In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:
1. Receive payments from state funds under a contract to provide property, materials or services; or
 2. Receive a state-funded grant or loan
- V. Equal Employment Opportunity. As required by 41 CFR Part 60, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to comply with all applicable provisions of 41 CFR Part 60. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- W. Disputes and Remedies. Should disputes arise concerning the Scope of Services or additional agreed upon work to be performed under this Contract, the CONTRACTOR and Burnet County shall negotiate in good faith toward resolving such disputes.. Violation or breach of Contract terms by the CONTRACTOR may be grounds for termination and should Burnet County terminate the agreement due to a breach by CONTRACTOR, any direct increased costs arising from the termination shall be paid by the CONTRACTOR.
- X. Domestic Preference. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(Acknowledgement Follows)

Acknowledgment

Name of Contractor: Neil Deeds

Signature of Authorized Representative: 

Date: 4/25/2022

**ATTACHMENT II:
HOUSE BILL 89 VERIFICATION (REVISED)**

I, Neil Deeds, [Person Name] the undersigned representative of
INTERA Incorporated [Company or Business Name]
(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby
depose and verify that the Company named above, under the provisions of Texas Government Code Chapter
2271:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with County of Burnet,

Texas. Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either

- (i) it meets an exemption criterion under Section 2270.002; or
- (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 –exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

V. Contract between a governmental entity and a company with less than 10 full-time employees

W. Contract has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

Signature:  Date: 4/25/2022

**ATTACHMENT III:
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		Date Received
1	Name of person who has a business relationship with local governmental entity. N/A	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.	
4	_____ Signature of person doing business with the governmental entity _____ Date	

**ATTACHMENT IV:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the above requirements for acceptance of the Contractor's proposals.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

**ATTACHMENT V:
CERTIFICATION REGARDING LOBBYING**

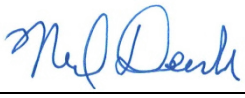
The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the above requirements for acceptance of the Contractor’s proposals.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

**ATTACHMENT VI:
DRUG-FREE WORKPLACE CERTIFICATION**

The INTERA Incorporated (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

INTERA Incorporated (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

(acknowledgement follows)

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the above requirements for acceptance of the Contractor's proposals.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

**ATTACHMENT VII:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the County, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NC shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid contractor of the contractor is a member of the County.

No officer, manager or paid contractor of the contractor is married to a member of the

County. No member of County directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the County receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

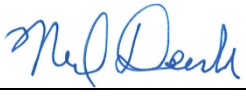
Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to Burnet County any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the County as it relates to this contract.

(acknowledgement follows)

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the above requirements for acceptance of the Contractor's proposals.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the above requirements for acceptance of the Contractor's proposals.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

ATTACHMENT VIII:

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

X
_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation): ☐ Sole Proprietor

☐ Partnership

☐ Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the above requirements for acceptance of the Contractor's proposals.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: Mr. J. D. Dink

Date: 4/25/2022

ATTACHMENT IX:
**HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. In order to obtain points in the evaluation process, an contractor who is a HUB should identify themselves and submit a copy of their certification.

The County recognizes the certifications of the State of Texas Program. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Submitter must include a copy of its HUB certification documentation as part of this solicitation.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

_____ Minority-Owned Business Enterprise
_____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the above requirements for acceptance of the Contractor's proposals.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

**ATTACHMENT X:
FINANCIAL RESPONSIBILITY PROVISIONS**

Contractor makes the following representations:

1. Contractor's Financial Responsibility Provisions

- A. Insurance: The Contractor certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as the County may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
 - iv. Builder's Risk coverage for the amount of the contract, if applicable.
- B. The awarded vendor will be required to provide a current certificate of insurance with the County of Burnet endorsed as a Named Additional Insured.

Acknowledgment

By signing its submission, Contractor acknowledges that it has read and understands the insurance requirements for the submission. Contractor also understands that a current certificate of insurance shall be attached to this certification document.

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

IMPORTANT NOTE: Attach the certificate of insurance to this page.

**APPENDIX XI:
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☐ The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Acknowledgment

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

**ATTACHMENT XII:
CERTIFICATION ACKNOWLEDGING DAVIS BACON ACT REQUIREMENTS**

Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148, including the Wage Rate Determination that follows this page.

Acknowledgment

Name of Contractor: INTERA Incorporated

Signature of Authorized Representative: 

Date: 4/25/2022

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Please file a Form 1295 with the Texas Ethics Commission. Texas law states that the County may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity.

Go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions on completing the required steps for creation of Form 1295. Once the form is completed and signed, return with the other documents in this packet via email to ksmith@burnetcountytexas.org

W9

A request for a current W9 will be sent to the selected contractor once the County awards the contract.