

EXHIBIT A

ASSIGNMENT OF CONTRACT FUNDS AND CONSENT THERETO

This Assignment of Contract Funds and Consent Thereto (hereinafter "Assignment") is entered into this 20th day of December, 2023 with SJ&J Construction, LLC ("Contractor") and Williamson County, TX ("Owner").

RECITALS

WHEREAS, Contractor has entered into an agreement for construction or other services ("Construction Contract") with Owner concerning that certain project known as Cross Culvert Replacements FY2024 ("Project").

WHEREAS, Contractor was required to obtain performance, payment and maintenance bonds (the "Bonds") regarding the Construction Contract and the Project;

WHEREAS, FCCI Insurance Group ("Surety") has agreed to issue the Bonds conditioned, in part, on Contractor selecting a fund control company to receive and disburse monies due under the Construction Contract;

WHEREAS, Contractor selected and retained THE SOUTHWEST ESCROW COMPANY ("SWEC"), under the Southwest Escrow Company Fund Control / Disbursing Agreement dated the 20th day of December, 2023 ("Fund Control / Disbursement Agreement") to provide such administration services on its behalf; and

WHEREAS, Contractor binds himself his successors, assigns and legal representatives, to all covenants of this Assignment.

WHEREAS, Surety acknowledges that the Owner will make payments directly to SWEC for the purpose of carrying out SWEC's obligations under the Fund Control / Disbursing Agreement and agrees that this change in payment terms does not cause Owner to be in default of any previous agreements on payments.

CLAUSES

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor agree as follows:

1. Through this instrument, Contractor requests, and Owner consents, that all Contract Funds due Contractor under the Construction Contract shall be mailed directly to "THE SOUTHWEST ESCROW COMPANY" at 200 River Pointe Dr. Suite 306 Conroe, TX 77304 or by wire transfer directly to Texas Capital Bank, Account number 1211117104, including, but not limited to, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or

amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Construction Contract (collectively the "Contract Funds"). The foregoing assignment of Contract Funds is irrevocable, unconditional and absolute, and is not for security purposes. The parties recognize however that the foregoing does not prevent the Owner from withholding from payment to SWEC any amounts Owner would be entitled to withhold from Contractor by virtue of terms of the Construction Contract or by law.

2. The Contractor represents and warrants that he has full legal authority to enter into this Assignment, and that he has taken all corporate action necessary to authorize himself to enter into and perform under the Construction Contract and this Assignment.
3. SWEC shall distribute the Contract Funds received under this Assignment in accordance with the terms and conditions of the Fund Control / Disbursement Agreement in order to discharge Contractor's obligations to subcontractors and suppliers for any work performed under the Construction Contract.
4. Contractor shall indemnify and hold harmless from any claims, liabilities, damages, losses, costs, and expenses, including attorney's fees, arising from any payments made by owner under this assignment. This indemnity survives the construction contract term and is in addition to any other remedies available.

Williamson County

(Owner)

By: (Sign) _____

By: (Print) _____

Its: _____

Email: _____

Phone: _____

SJ&J Construction, LLC

(Contractor)

By: (Sign) 

By: (Print) Julian Cervantes

Its: president

Email: Sjjcons@hotmail.com

Phone: 214 688 1986

NOTE: This must be signed by an authorized representative of the Owner. The architect or engineer should not sign this document.