AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE YMCA OF CENTRAL TEXAS FOR FUNDING OF TWIN LAKES PARK RCI ADVENTURE COURSE AND PARKING PROJECT

STATE OF TEXAS

COUNTY OF WILLIAMSON **KNOW ALL BY THESE PRESENTS:**

THIS AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE YMCA OF CENTRAL TEXAS FOR FUNDING OF TWIN LAKES PARK RCI ADVENTURE COURSE AND PARKING PROJECT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the YMCA OF CENTRAL TEXAS, being a 501(c)(3) organization of the State of Texas (hereinafter referred to as the "YMCA"); and sometimes both being collectively referred to as the "Parties."

WHEREAS, the YMCA desires to continue operating Twin Lakes Park (the "Park") under the initial lease agreement with Williamson County dated October 1, 1997,

WHEREAS, the YMCA is presently pursuing a development known as The Pavilion at Twin Lakes Project, located at 204 East Little Elm Trail Cedar Park, TX 78613, which the YMCA is independently funding and managing;

WHEREAS, in order to facilitate the development of an additional project known as the RCI Adventure Course and Parking Project ("RCI Project") within the Park's boundaries, the County and the YMCA desire to provide joint funding for the RCI Project partly with money obtained by County through the issuance for park bonds authorized pursuant to the 2023 Parks Bonds election and partly from funds provided by the YMCA; and

WHEREAS, for adequate mutual consideration which the Parties hereby acknowledge as sufficient, the parties desire to set forth in writing the agreed terms and conditions for the use of funds related to the Park projects defined and set out herein;

NOW, THEREFORE, the County and the YMCA hereby agree as follows:

A. **Description of RCI Project.** The RCI Project will consist of all necessary groundwork, landscaping, phase 1 & 2 course components, construction of a *RCI Adventure Products*' course consisting of a *Sky Trail®*, *Sky Rail®*, and *Sky Tykes®* and all design and construction work for additional parking to be utilized in relation to the Park's RCI Adventure Course, as generally located within the Park and depicted in **Exhibit "A"**, which is attached hereto and incorporated herein.

B. Project Management. The YMCA shall provide overall project management and contract administration to supervise and control the day-to-day activities of any construction and monitor the activities of the contractor to ensure the timely and efficient completion of the RCI Project in accordance with the plans and specifications and construction schedule subject to unforeseen delays. As a part of the duties and obligations of project management for the RCI Project, the parties agree the YMCA shall:

1. Procure, contract and administer all aspects of design and construction of the RCI Project, including, but not limited to the procuring of all architectural and engineering services in accordance with all applicable state laws, preparation of construction plans, competitive bidding, construction and inspection of the RCI Project*;
2. Utilize a statutorily allowable delivery method for construction of the RCI Project*;
3. Provide the County with a fully executed copy of the construction contract between the YMCA and the construction contractor;
4. Require the construction contractor to comply with the Minimum Insurance Requirements set forth in **Exhibit "B"**, which is attached hereto and incorporated herein;
5. Require and obtain from the construction contractor a Performance Bond in the amount of the County's Funding (as defined below) for the construction of the Project; and a Payment Bond in the amount of the County's Funding (as defined below) for the construction of the Project, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the construction work. The surety for the Payment and Performance Bonds shall meet the requirements of Texas law and include the County as an Owner/Obligee;
6. Upon substantial completion of the construction work, require and obtain from the construction contractor a Warranty Bond in the amount of 20% of the County's Funding (as defined below) for the construction of the Project, as security for the true and faithful performance of all warranties set forth in the construction contract. The surety for the Warranty Bond shall meet the requirements of Texas law and include the County as an Owner/Obligee;
7. In the development and construction of the RCI Project, comply with all federal, state and local laws and regulations;
8. Post a sign at the construction site during construction of the RCI Project identifying the County as one of the funding sources of the RCI Project (the Parties shall confer on language to be used for the sign prior to commencement of construction);
9. Provide a copy of the final design plans and specifications to County for its approval prior to the commencement of any construction on the RCI Project;
10. Provide the County with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement;
11. Provide the County with a quarterly report of the progress of the RCI Project, including any documentation necessary to conduct a RCI Project audit, i.e. construction contracts, supply invoices, time sheets, and the like;
12. Inform the County in a timely manner of any substantial delays or alterations in the scope of work of the RCI Project;
13. Upon completion of the RCI Project, provide County with detailed reports to support RCI Project costs;
14. Provide the County with photographic record(s) of the completed RCI Project; and

15. In the event the YMCA constructs an informational sign or dedication sign following completion of the RCI Project, the YMCA shall identify the County as one of the funding sources.

*The Parties acknowledge that as of the Effective Date of this Agreement, the YMCA has completed all design work necessary for the RCI Project and has executed a construction contract so that construction may commence.

C. RCI Project Budget and Funding Obligations.

1. RCI Project Budget. The budget for the RCI Project is **$12,594,493.40**.

2. Funding Obligations of the Parties.

   a. County's Funding. The County hereby agrees to provide the YMCA with funding in the amount of **$2,227,203.35** for the RCI Project ("County's Funding"), which is 17.6% of the RCI Project Budget.

   b. YMCA's Funding. The YMCA hereby agrees to provide funding for the RCI Project in the amount of **$10,367,290.05**, of which the YMCA has already incurred and paid **$97,360.00** for design services in relation to the RCI Project ("YMCA's Funding"). The YMCA's Funding amounts to 82.4% of the RCI Project Budget. The YMCA agrees to use County's Funding solely for expenses and costs directly related to the RCI Project.

   c. Contingency Funding. The County and the YMCA anticipate the need for future construction change orders to be issued after the construction work commences to address minor scope changes and additions that may be needed to meet specifications for the RCI Project. To provide funding for such change orders, the Parties agree to the following terms of Contingency Funding:

      1. County's Contingency Funding. The County agrees to provide a not to exceed Contingency Funding amount of **$32,033.00** to serve as the County's Contingency Funding from which changes in the construction work are to be paid in accordance with this Agreement. The County's Contingency Funding shall be controlled solely by the County. Expenditures from the County's Contingency Funding must be made by written change order issued jointly by the County and the YMCA. The County's Contingency Funding share of each change order shall be 17.6% of the total change order amount; provided, however, the total amount of County's Contingency Funding shall not to exceed the above stated Contingency Funding amount of **$32,033.00**. Any amount remaining in the County's Contingency Funding following completion of the RCI Project shall be released to the County so that it may be applied toward the future planned Little Elm Parking Project and, to the extent available, towards the Ropes Course Project at the Park.

2. YMCA's Contingency Funding. For each change order that is also funded by County's Contingency Funding, the YMCA's Contingency Funding share shall be 82.4% of the total change order amount. In the event County's Contingency Funding is not applied to a particular change order or if the County's Contingency Funding amount is exhausted, the YMCA agrees to provide all additional and necessary amounts of Contingency Funding for changes in the construction. The YMCA's Contingency Funding shall be controlled solely by the YMCA.

d. Parties' Total Funding.

1. Unless otherwise agreed to by written amendment executed in advance by the Parties, the County's Total Funding for the project shall be the County's Funding in the amount of **$2,227,203.35** plus the not to exceed County's Contingency Funding of **$32,033**, for a total County Funding Amount of **$2,259,236.61**.

2. Unless otherwise agreed to by written amendment executed in advance by the Parties, the YMCA's Total Funding Amount for the project shall be the YMCA's Funding in the amount of **$10,367,290.05** plus the total amount of the YMCA's Contingency Funding obligations set out in this Agreement.

D. Project Schedule. YMCA hereby agrees to commence construction of the RCI Project on or before May 13, 2025 and fully and finally complete the RCI Project on or before June 5, 2026.

E. Payment Terms.

The YMCA will submit reimbursement requests to County for the County's Funding amount using the following payment schedule: 75% upon issuance of a certificate of substantial completion of the RCI Project by the project architect/engineer; and the remaining 25% upon issuance of a certificate of final completion of the RCI Project by the project architect/engineer. Each reimbursement request must be submitted in a timely manner with proper documentation to support the expenditures. The YMCA shall also submit change order requests to County for the County's Contingency Funding as need during the construction of the RCI Project. Each change order request must be signed by the construction contractor and the YMCA and be submitted in a timely manner with proper documentation to support the expenditures. Payment of funding shall be pursuant to the Texas Prompt Payment Act and shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of a reimbursement request. In the event that a discrepancy arises in relation to a reimbursement request, such as an incorrect amount or a lack of documentation that is required to be attached to a reimbursement request to evidence the amount claimed to be due, County shall notify the YMCA of the discrepancy. Following County's notification of any discrepancy, the YMCA must resolve the discrepancy and resubmit a corrected or revised reimbursement request, which includes all required support documentation, to the Williamson County Auditor. County shall pay the reimbursement request within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised reimbursement request. County's payment of a reimbursement request that contains a discrepancy shall not be considered late, nor shall any

interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised reimbursement request.

F. Term and Termination.

1. Term. This Agreement shall be effective from and after the date of the last party to sign hereinbelow ("Effective Date"), shall automatically renew for successive one year periods until the RCI Project is completed, unless previously terminated pursuant to the provisions stated herein.

2. Termination for Default. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice must specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.

3. Termination Due to Infeasibility. In the event the YMCA determines, in its sole discretion, that fees and costs are of such an amount that completion of the RCI Project is no longer monetarily feasible, the YMCA shall have the right to terminate this Agreement and decline funding from the County; provided, however, if the County has already extended funding to the YMCA as of the date on which the YMCA terminates this Agreement, then and in that event the YMCA shall, within thirty (30) calendar days, reimburse and return all such funding to the County. In the event that any of County's Funding is not exhausted upon final completion of the RCI Project, the YMCA shall return the unused funds to the County.

G. General Provisions. The following general provisions shall apply to this Agreement:

1. **Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. YMCA understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

2. **County's Right to Audit.** YMCA agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books,

documents, papers and records of the YMCA which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The YMCA agrees that County shall have access during normal working hours to all necessary YMCA facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the YMCA reasonable advance notice of intended audits.

3. **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative(s) for each party.

4. **Prior Agreements.** Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the YMCA.

5. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.

6. **Assignment.** Neither party may assign its rights and obligation under this Agreement.

7. **Other Necessary Actions and Instruments.** The parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.

8. **No Third-Party Beneficiaries.** Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.

9. **Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

10. **Venue.** Venue for any suit arising hereunder shall be in Williamson County, Texas.

11. **Duplicate Originals.** This Agreement may be executed in duplicate originals, each of equal dignity.

12. **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the YMCA, and upon the last party's execution hereinbelow.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

IN WITNESS WHEREOF, the authorized representative(s) of the County and the YMCA have executed this Agreement on the dates set forth below.

WILLIAMSON COUNTY, TEXAS

By: Steve Snell (Jun 17, 2025 21:40 CDT)

Printed Name: _____

Title: As Presiding Officer,
Williamson County Commissioners Court

Date Signed: _____ _____, 20___

YMCA OF CENTRAL TEXAS

By: _____

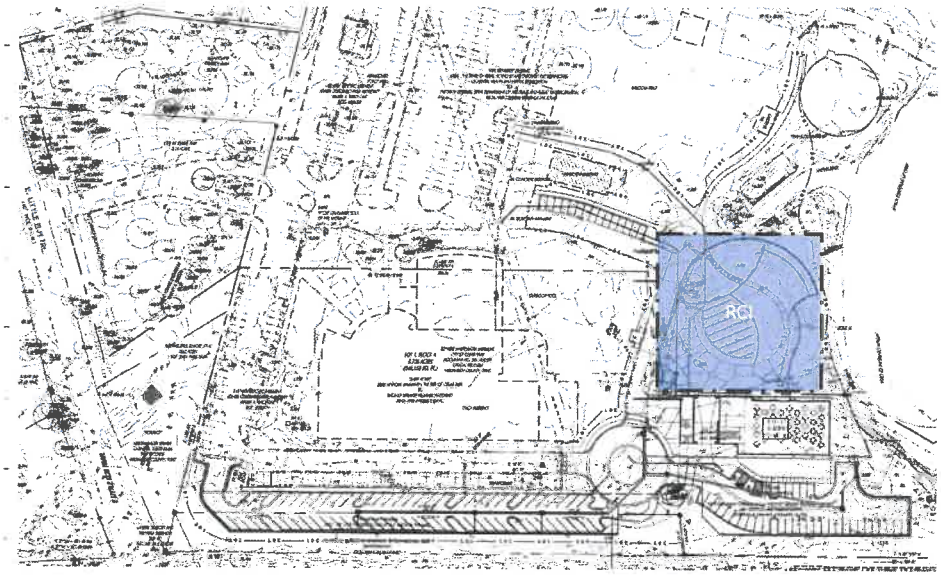
Printed Name: Jeff Andresen

Title: Pres/CEO

Date Signed: 6-6-25 _____, 20___

Exhibit "A"
RCI Adventure Course and Parking Project
("RCI Project")

RCI Adventure Course



Notes:
Additional design work may be required
Final course design subject to change per engineering
Product pictured may contain custom components
Colors shown may vary from delivered product. Physical samples available upon request
Field verify all dimensions, heights and clearances prior to engineering

R7.01_Twin Lakes Family YMCA.skp October 30, 2023

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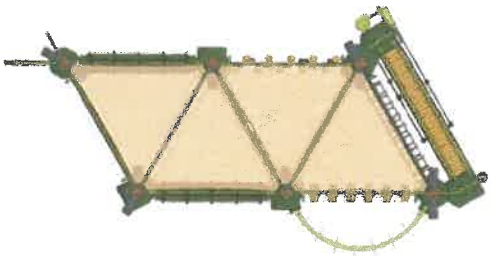
RCI ADVENTURE PRODUCTS

Sky Trail.

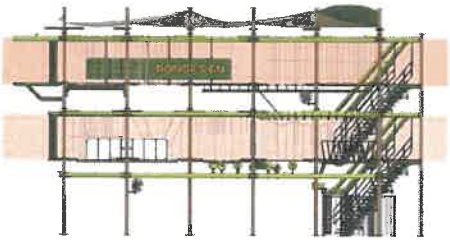
DIMENSIONS								
6 Pole 2 Level Sky Trail® with (1) Walk The Plank								
# of Elements	Instant Capacity	Capacity Per Hour	Imperial (ft/in)			Metric (m)		
			Length	Width	Area	Length	Width	Area
17	25	50	65' 2"	35' 1"	2287 ft²	19.87m	10.70m	212m²
Distance Between Columns			20' 0"			6.10m		
Clearance Under Course			9' 0"			2.75m		
Platform Heights			12' 0" / 24' 0"			3.66m / 7.32m		
Top of Steel Height			36' 0"			10.98m		
Features			Popular Elements: - Rolling Log -Roller Rail					



PLAN

Sky Trail® Phase One

04



FRELIMINARY COLOR SCHEME

Notes:
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ELEVATION

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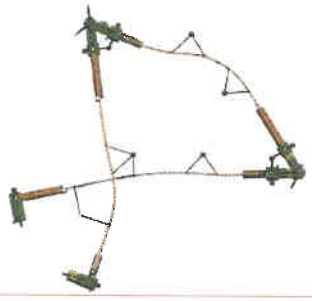
RCI ADVENTURE PRODUCTS

Sky Tour

DIMENSIONS								
(2) Sky Rail® Sky Tour								
# of Sky Rails®	Instant Capacity	Capacity Per Hour	Imperial (ft/in)			Metric (m)		
			Length	Width	Area	Length	Width	Area
3	19	120	91' 6"	92' 4"	8449 ft²	27.89m	28.15m	785m²
Unique Sky Rail® Length			74' 0" / 68' 0" / 81' 6"			22.56m / 20.73m / 24.85m		
Clearance Under Course			9' 0"			2.75m		
Top of Steel Height			41' 6"			12.65m		



PLAN

Sky Tour Phase One

05

FRELIMINARY COLOR SCHEME

Notes:
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ELEVATION

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RCI ADVENTURE PRODUCTS

RCI Parking

Parking Expansion

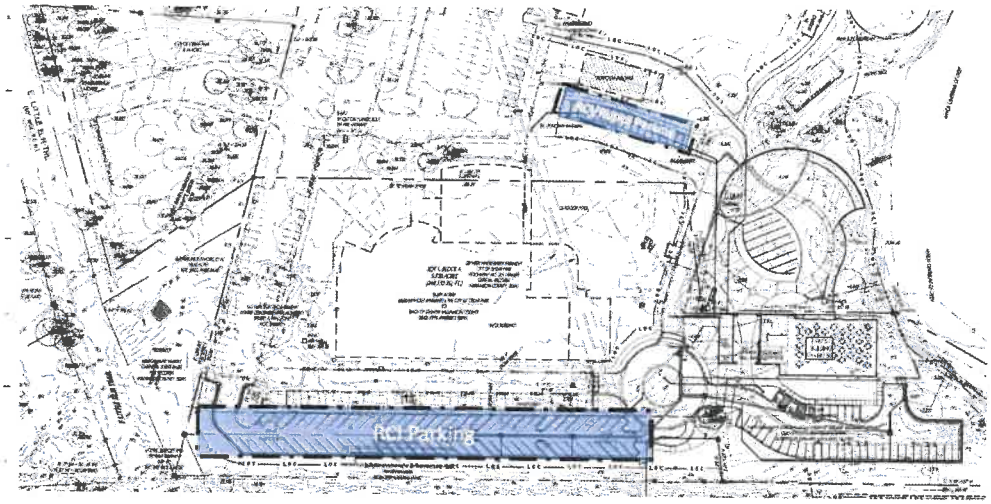

Exhibit "B"
Minimum Insurance Requirements

A. YMCA's construction contractor (the "Contractor") shall carry insurance in the types and amounts indicated below for the duration of the construction contract, which shall include items owned by the County or YMCA in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with the YMCA and the County whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the YMCA and the County. If the Contractor fails to obtain, maintain or renew any insurance required, the YMCA may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare construction contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the YMCA.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth hereunder and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the construction contract is completed, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

3. Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

4. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the construction contract price or contract sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The YMCA and the County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
b. For renovation projects and or portions of work contained within an existing structure, a waiver of subrogation for damage by fire to existing building structure(s) may be allowed, if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the construction contract. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the

person's or entity's employees providing services on a project, for the duration of the RCI Project.

(b) Duration of the RCI Project - includes the time from the beginning of the work on the RCI Project until the Contractor's/person's work on the RCI Project has been completed and accepted by the County.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the RCI Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the RCI Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, County-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the RCI Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the RCI Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the RCI Project, for the duration of the RCI Project.
3. The Contractor must provide a certificate of coverage prior to execution of the construction contract, and in no event later than ten (10) days from execution. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond, if any.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the RCI Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the YMCA and the County showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on the RCI Project, and provide to the YMCA and the County:

   (a.) a certificate of coverage, prior to that person beginning work on the RCI Project, so the YMCA and County will have on file certificates of coverage showing coverage for all persons providing services on the RCI Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the RCI Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the RCI Project and for one year thereafter.
7. The Contractor shall notify the YMCA and the County in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of

any change that materially affects the provision of coverage of any person providing services on the RCI Project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the RCI Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on the RCI Project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the RCI Project, for the duration of the RCI Project;
   (b) provide to the Contractor, prior to that person beginning work on the RCI Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the RCI Project, for the duration of the RCI Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the RCI Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the RCI Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the RCI Project;

   (e) retain all required certificate of coverage on file for the duration of the RCI Project and for one year thereafter;
   (f) notify the YMCA and the County in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the RCI Project; and
   (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. Contract must represent and agree in the construction contract that all employees of the Contractor who will provide services on the RCI Project will be covered by workers' compensation coverage for the duration of the RCI Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-

insured, with the Commission's Division of Self-Insurance Regulation, providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions, and that the Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the YMCA to declare the construction contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the YMCA.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder 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.

G. "Williamson County, Texas, its officials, employees and volunteers" and the "YMCA of Central Texas, its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage must be tendered prior to or contemporaneously with the execution of the construction contract.

I. The YMCA and/or the County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

J. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by YMCA and the County in advance.

K. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the work on the RCI Project, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the RCI Project must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the work on the RCI Project. If any such person or entity with whom Contractor contracts to

provide services in relation to the RCI Project fails to obtain, maintain or renew any insurance required hereunder, the YMCA and/or the County may, among other remedies available at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare the construction contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach.