

A

Outcome of 10/13/2020 Planning and Zoning Commission Meeting

Mary Scherer <maryscherer360@gmail.com>

Tue 10/13/2020 6:11 PM

To: Mayor Nace <Mayor@volentetexas.gov>; City Secretary <City.Secretary@volentetexas.gov>

Cc: Patrick Mclemore <mcpvolente@gmail.com>

Mayor Nace, City Secretary Gold:

This email serves as notification that the Planning and Zoning Commission held a public hearing this evening and voted unanimously to APPROVE a variance request made by Cascade Custom Pools on behalf of Liam & Marisa McConville to construct a pool (over steep slope) at 8120 Joy Street. Council can proceed with this item on the 10/20/2020 Council Meeting agenda.

Mary Scherer

P&Z Commissioner (Acting as Chair in Pat McLemore's absence)

Reference variance to Village of Volente Code of Ordinances Section 9.04.068 (Steep Slopes)
Ordinance 2004-O-33, sec 32.114 adopted 10/19/04

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Village of Volente Planning and Zoning Commission will hold a Regular Called Meeting and Public Hearing on Tuesday, October 13th, 2020 at 5:30 PM and the Village of Volente City Council will hold a Regular Called Meeting and Public Hearing on Tuesday, October 20th, 2020 at 5:30 PM to consider the following:

The meetings will be conducted utilizing a videoconferencing tool. Planning and Zoning Commission, City Council members, staff and citizens will participate via audio only. Instructions and direct links to view the meetings or speak during citizens' comment can be found at villageofvolente-tx.gov.

Planning & Zoning Zoom Meeting ID is 894 0047 7573, Passcode is 10132020

City Council Zoom Meeting ID is 833 4355 0855, Passcode is 10202020

To participate in the citizens comment portion of the meeting all questions or comments must be submitted 3 hours prior to the beginning of the meetings utilizing the Village's email city.secretary@volentetexas.gov. The virtual login will start approximately 20 minutes prior to the meetings which will begin at 5:30 p.m. For information concerning these matters email city.secretary@volentetexas.gov.

APPLICATION FOR VARIANCE:

Request by Cascade Custom Pools on behalf of Liam & Marisa McConville for a Variance in accordance with Village of Volente Code of Ordinances Section 9.04.068, (Steep slopes), Ordinance 2004-O-33, sec. 32.114, adopted 10/19/04. Property location is 8120 Joy Rd. (Sandy Shores Amended Plat, Lot 12A, .489 acres).

Application for Variance

Zoning Development Building Other: _____



VILLAGE OF
VOLENTE

**VOV USE
ONLY:**

Date of Submittal:

9/25/20

BOA/P&Z:

10/13
10/16/20/20

Public Ntc Date:

10/1/20

Date of Mtg:

10/20/20

Approve / Deny:

10/13/20

Findings of Facts:

Variance 1100
Pool Permit 550

Property Address: 8120 Joy Rd., Volente, TX 78641

Legal Description: Lot 12A Sandy Shores Amended Plat of Lot 12

Acreage: .489 Is property within floodplain? Yes

Property Owner(s): Liam & Marisa McConville

Phone: (573) 433-5301 Email: misamc23@gmail.com

Mailing Address: 3317 20th St. SE, Minot, ND 58701

Contractor: Cascade Custom Pools Contact Name: Patrick Bagwell

Phone: (706) 829-2906 Email: patrick@cascapecustompools.com

Mailing Address: 215 Ranch Road 620 S, Austin, TX 78734

**Authorized Agent form must be completed if applicant is not owner*

Project for Which Variance Is Sought: Swimming Pool and Patio; Construction On Steep Slope

Applicable Section/Subsection of Ordinance: 9.04.068 A

Justifications: Hardships

Special Conditions: _____

Attachments: Photos Site Plan Conceptual Plan Letter

SUBMITTAL VERIFICATION/INSPECTION AUTHORIZATION

That I, as owner or duly authorized officer of the property hereinafter referenced, do hereby execute this document, acknowledge the above statements to be true and accurate to the best of knowledge, and understand that knowing and willful falsification of information will result in rejection of my application and may be subject to criminal prosecution. I agree to compliance with all applicable codes and ordinances of the Village. I authorize the Village or their representatives to visit and inspect the property for which this application is being submitted. I further understand that Village Staff review time may take up to ten (10) business days per review.

Patrick Bagwell

APPLICANT SIGNATURE

Patrick Bagwell 09/25/2020

Printed Name Date

STAFF: [Signature]

APPLICATION FOR RESIDENTIAL BUILDING PERMIT

(CHECK ONE & INCLUDE NECESSARY SUPPORTING MATERIAL)



VILLAGE OF VOLENTE

**VOV USE
ONLY:**

Date Submitted:

Amount Rec'd:

Receipt No.

Date Approved
by Engineer:

Address of Property: 8120 Joy Rd Volente TX 78641

Legal Description: Lot 12 Sandy Shores

Property Owner Name(s): Liam & Marissa McConville

Telephone: 1-573-433-5301 Email: mconvillelm@gmail.com

Mailing Address: 8120 Joy Rd, Volente TX 78641

Contractor: Cascade Custom Pools Contact Name: Hillary Bates

Telephone: 512-264-2453 Email: hillary@casdecustompools.com

Mailing Address: 215 Ranch Road 620 S, Austin TX 78734

**Authorized Agent form must be completed if applicant is not owner*

Existing Use: Residential Proposed Use: _____

Existing Zoning: _____ Gross Acres: _____ Project Valuation: 100000

Brief Description of Proposed Work: New Pool, Spa, & Deck

The following items or information must be submitted along with this application:

- **Description:** Written proposal for the project and/or site plan. Describe in as much detail as possible the current and proposed uses/activities. Attach separate sheets as necessary.
- **Plans:** 1 printed copy of the building plans (if applicable) for the property and electronic submission of the plans to the Village of Volente via email.
- **Deposit:** Made payable to the Village of Volente for the amount shown in the Fee Schedule.
- **Tax Receipt, Closing Statement or Deed, Authorized Agent Form, & Variance Application as applicable.**

SUBMITTAL VERIFICATION/INSPECTION AUTHORIZATION

That I, as owner or duly authorized officer of the property hereinafter referenced, do hereby execute this document, acknowledge the above statements to be true and accurate to the best of knowledge, and understand that knowing and willful falsification of information will result in rejection of my application and may be subject to criminal prosecution. I agree to compliance with all applicable codes and ordinances of the Village. I authorize the Village or their representatives to visit and inspect the property for which this application is being submitted. I further understand that Village Staff review time may take up to ten (10) business days per review.

DocuSigned by:
Hillary Bates
APPLICANT SIGNATURE

Hillary Bates 8/10/2020
Printed Name Date

STAFF:

Pool Permit
Admin 100.00
Fire 100.00
Dep 350.00
550.00

variance \$1100 = Admin 500 Dep 500 Fire 100



"Specialists in Hillside Construction"

Cascade Custom Pools
215 Ranch Road 620 S.
Phone: (512) 264-2453

August 20, 2020

Village of Volente City Council

16100 Wharf Cove

Volente, TX 78641

Dear City Council Members,

On behalf of the property owners at 8120 Joy Rd, Volente, TX 78641, we ask the Council to review the attached construction plans, site photos, and conceptual renderings and to please grant a variance of ordinance 9.04.068 A (steep slope). This home's septic system is located on the side of the house and in the front yard adjacent to the driveway; this leaves only the backyard facing the lake for a swimming pool to be designed and built on this property.

Please consider Cascade Custom Pools has been building pools in the greater Austin area for over 38 years and we specialize in hillside construction. We will be securing the services of a structural engineer to ensure all foundational aspects of this project are properly accounted for. My clients have considered building this pool part of their dream/forever home, so we would humbly request you grant us permission to make that happen for them.

Respectfully,

A handwritten signature in blue ink, appearing to read "Patrick Bagwell".

Patrick Bagwell

Cascade Custom Pools

Authorized Agent Affidavit



VILLAGE OF
VOLENTE

I/We, LIAM & MARISSA McCONVILLE,
owner(s) of 8120 JOY RD VOLENTE TX 78641,
authorize CASCADE CUSTOM POOLS
to represent and act on my behalf regarding the above named property for the
purpose of preparing and submitting applications or requests for inspections to the
Village of Volente for review and approval of the following:

APPLICATION / PERMIT / INSPECTION
(Type of Application, Permit or Inspection)

[Signature]
Signature

[Signature]
Signature

LIAM McCONVILLE
Print Name

MARISSA McCONVILLE
Print Name

11 Aug 2020
Date

11 Aug 2020
Date

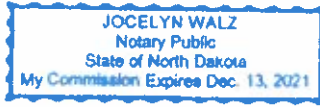
The State of ~~Texas~~ North Dakota
County of ~~Franco~~ Ward

BEFORE ME, the above signed authority, on this day personally appeared
Liam McConville and Marissa McConville,
known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that (s)he executed same for the purpose and
consideration therein expressed in the above affidavit.

Given under my hand and seal of office on this 11 day of August,
2020.

Notary Public: [Signature]

My Commission Expires: 12/13/2021



LIAM C McCONVILLE
MARISA C McCONVILLE
2419 MALAGA LN
LEAGUE CITY, TX 77573

141
30-7426/3140

25 Sept 2020
Date

Pay to the Order of Village of Volente \$ 1100.00
one thousand one hundred and 00/100 Dollars

 **USAA FEDERAL SAVINGS BANK**
10750 McDERMOTT FWY
SAN ANTONIO, TEXAS 78288-0544
(210) 456-8000 1-800-832-3724

100 Variance Application Fee \$120 July Ed



MEMBER SERVICE NUMBER ACCOUNT NUMBER

CHK # 141

RECEIPT

DATE	9-28-20	No.	02060
RECEIVED FROM	Liam & Marisa McConville		\$1100
	One thousand one hundred & 00/100		DOLLARS
<input type="radio"/> FOR RENT			
<input checked="" type="radio"/> FOR	Variance: Pool & Patio Steep Slope		
ACCOUNT		<input type="radio"/> CASH	Arrived by mail Fed Ex
PAYMENT	1100-	<input checked="" type="radio"/> CHECK	FROM TO
BAL DUE	0	<input type="radio"/> MONEY ORDER	BY David

Admin 500
Dep 500

Fire 100

PROSPERITY BANK

3303

88-2265/1131-27

CHECK ARMOR

9/30/2020

CASCADE CUSTOM POOLS, INC. - NORTH
10208 NORTH RR 620 #2A
AUSTIN, TX 78726

Photo Safe Deposit

PAY TO THE ORDER OF Village of Volente

\$ **550.00

Five Hundred Fifty and 00/100

DOLLARS

Village of Volente
16100 Wharf Cove
Volente, TX 78641



Details on Back

MEMO

Pool Permit Fee / 8120 Joy Road



3303

CASCADE CUSTOM POOLS, INC. - NORTH

Village of Volente
Construction Costs: Permit & Copies

Pool Permit Fee / 8120 Joy Road

9/30/2020

550.00

Cascade Custom Pool Pool Permit Fee / 8120 Joy Road

550.00

**PUBLISHER'S AFFIDAVIT
HILL COUNTRY NEWS**

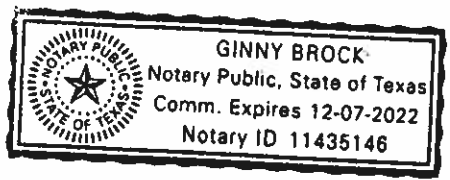
**State of Texas
County of Williamson**

BEFORE ME, THE UNDERSIGNED AUTHORITY, this day personally appeared Kirsten Foltz and after being by me duly sworn, says that she is an authorized representative of the Hill Country News, a newspaper published in Williamson & Travis Counties, Texas, and that the Notice, a copy of which is hereto attached, was published in said newspaper on the following dates:

October 1st A.D. 20 20

Kirsten Foltz

SUBSCRIBED & SWORN TO before me, this the 1st day of Oct A.D. 20 20



Ginny Brock
Notary Public in and for the State of Texas

PUBLIC HEARINGS

that the Village of Volente will hold a Special Called Meeting on Friday, October 16, consider the following:

conducted utilizing a videoconferencing tool. Staff and citizens will be able to participate via audio only. Instructions and direct links to view the meetings or speak during citizens' comment can be found at volute-tx.gov

311 009 5616, Password is

Citizens comment portion of the meeting. Comments must be submitted by city.secretary@volentetexas.gov. Meeting will start approximately 20 minutes prior to the meeting which will begin at 1:00 p.m. Concerning these matters email city.secretary@volentetexas.gov.

VARIANCE:

Request by Michael Homes on behalf of Michael Homes in accordance with Village Ordinance Section 9.02.041, (General Ordinance, Conformity to building Ordinance No. 2016-O-173, Section 1 Street) Lime Creek Estates Lot 3, 1.5939 acres.

REAL ESTATE AUCTION

Without Reserve Auctions Oct 7

ODESSA, TX
• 5348 Interstate 20 Section 32, Block 42
0.18+/- ac vacant land
Auctions: 1pm, Wed Oct 7 on site

SONORA, TX
• 1522 North Service Rd
Industrial warehouse w/ parking

INVITATION TO BID

Sealed responses addressed to the Purchasing Department, City of Leander, 105 N. Brushy St. Leander, Texas 78641, for:

CITYWIDE FLEET VEHICLES

Responses will be received prior to 3:00 P.M., October 22, 2020 then be publicly read aloud. City seeks to purchase four (4) Police Pursuit Vehicles and nine (9) Pick-Up Trucks as specified in the solicitation document. Solicitation documents may be obtained from the Purchasing Department at the above address or downloaded from the City website at <http://www.leandertx.gov/rfps>.

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Austin, TX 78750

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BORROWER'S STATEMENT

Settlement Date: July 25, 2018
Disbursement Date: July 27, 2018

Escrow Number: AUT18005302
Escrow Officer: Veronica Harrison
Email: veronica.harrison@austintitle.com

Borrower: Liam C McConville
 920 3rd Avenue Nothwest
 Minot, ND 58703

Seller: Richard John Hoag and Karen J. St. Denis
 8120 Joy Road
 Leander, TX 78641

Property: 8120 Joy Road
 Leander, TX 78641
 Lot(s): 12A Sandy Shores Parcel ID(s): 177407

Lender: Guaranteed Rate Affinity LLC
 9442 N Capital of TX Hwy Plaza 1-625
 Austin, TX 78759
Loan Number: 1899043634

	\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION				
Sale Price of Property			949,900.00	
Deposit or earnest money				9,500.00
Deposit				10,500.00
Loan Amount		Guaranteed Rate Affinity LLC		759,920.00
Seller Credit				2,000.00
PRORATIONS/ADJUSTMENTS				
Bill of Sale per contract			9,000.00	
Personal Property Items				
Option fee				350.00
Title Insurance Premium Adjustment				4,431.00
County Taxes at \$16,062.11		01/01/18 - 07/27/18	(\$16,062.11 / 365 X 207 days)	9,109.20
NEW LOAN CHARGES - Guaranteed Rate Affinity LLC				
Total Loan Charges: \$21,982.29				
Lender Credits		Guaranteed Rate Affinity LLC		207.60
Application Fees		Guaranteed Rate Affinity LLC	125.00	
\$25.00 paid outside closing by Borrower				
Lender Fees		Guaranteed Rate Affinity LLC	1,140.00	
Appraisal Fee		1st National Appraisal Source		
\$825.00 paid outside closing by Borrower				
Credit Re-Score Fee		Guaranteed Rate Affinity LLC	100.00	
Employment Verification Fee		Guaranteed Rate Affinity LLC	20.00	
Land Survey Fee		All Star Land Surveying	1,082.50	
Prepaid Interest			455.43	
\$91.08630 per day from 07/27/18 to 08/01/18				
Guaranteed Rate Affinity LLC				
Homeowner's Insurance		Guaranteed Rate Affinity LLC	905.28	
4.000 Months at \$226.32 per Month				
Property Taxes		Guaranteed Rate Affinity LLC	19,266.96	
12.000 Months at \$1,605.58 per Month				
Aggregate Adjustment		Guaranteed Rate Affinity LLC		905.28
TITLE & ESCROW CHARGES				
Title - eRecording Fee - FBO Simplifile		Austin Title Company	4.26	
Title - Escrow Fee		Austin Title Company	350.00	
Title - Guaranty Assessment		Texas Title Insurance Guaranty Association	4.50	
Recoupment Charge				
Title - Lender's Title Insurance		Austin Title Company	4,531.00	
Not Yet Due and Payable Tax		Austin Title Company	5.00	
Amendment				

BORROWER**STATEMENT - Continued**

		\$	DEBITS	\$	CREDITS
TITLE & ESCROW CHARGES (continued)					
T-19 Restrictions, Encroachments, Minerals Endorsement (Residential Mtg) - 2014	Austin Title Company		226.55		
T-19.2 Minerals and Surface Damage Loan Policy Endorsement (Eff. 11/1/09)	Austin Title Company		0.00		
T-30 Amendment of Tax Exception (T-30, T-3 or deletion)	Austin Title Company		20.00		
T-36 Environmental Protection Lien Endorsement	Austin Title Company		25.00		
Policies to be issued:					
Loan Policy					
Coverage: \$759,920.00	Premium: \$100.00	Version: Loan Policy of Title Insurance (T-2) - 2014			
GOVERNMENT CHARGES					
Recording Fees (\$128.00)	Austin Title Company		94.00		
MISCELLANEOUS CHARGES					
Homeowner's Insurance Premium 01266746792A 12 months	USAA Insurance		2,715.81		
Mobile Signing Fee	BancServ		240.00		
Subtotals			990,211.29	796,923.08	
Balance Due FROM Borrower				193,288.21	
TOTALS			990,211.29	990,211.29	

APPROVED and ACCEPTED

Borrower understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender involved may be furnished a copy of this Statement. The undersigned hereby authorizes Austin Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of loan funds in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BORROWER:

Liam C McConville

I have caused or will cause the funds to be disbursed in accordance with the Statement which I have prepared.

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Austin Title Company
Settlement Agent



Lower Colorado River Authority

Post Office Box 220 Austin, Texas 78767 • (512) 578-3216

August 20, 2018

Liam McConville
8120 Joy Rd
Volente, TX 78641

Re: LCRA Application No. 0985 – 8120 Joy Rd / Travis County
Sandy Shores, Lot 12A

Dear Property owner:

Lower Colorado River Authority (LCRA) has reviewed your proposed planning materials received on 8/6/2018 consisting of the remodel of the interior of the house with the addition of a bathroom. LCRA has determined that the construction of the project will not affect the OSSF therefore the proposal is approved with the following conditions.

1. The planning materials were approved based on the description of the plumbing will be inside the residence and no exterior lines will be added. If this occurs, LCRA must review the addition of a water line or sewer line to the house prior to obtaining approval.
2. No additional living space shall be added to the residence without LCRA's review and approval.

Should any deviation from the proposal occur, this approval will no longer be valid and a new review will be required.

Please submit this required approval letter to the appropriate permitting agency in support of your development permit. If you should have any questions or need additional information, then please call me directly at (512) 578-2709 or LCRA's automated response line at (512) 578-3216, Option 1. You may also access additional information on our program at www.lcra.org/OSSF.

Sincerely,

A handwritten signature in cursive script that reads "William Dildine".

William Dildine, OSSF Supervisor
Water Quality Protection
Lower Colorado River Authority
DR#OS0030044
william.dildine@lcra.org

0985

CONSTRUCTION NOTES: 1. ALL MAXIMUM STANDARD TREE SETBACKS: 5' FROM IMPROVEMENTS & PROPERTY LINES; 1' FROM EASEMENTS. 2. EXISTING PROPOSED WELL LOCATIONS: 5' FROM ANY BODY OF WATER; 5' AWAY FROM PROPERTY LINES. 3. EASEMENTS: 10' FROM WATER LINES, & 100' FROM EXISTING PROPOSED WELL.

CELCO
TEL: 830-214-5109
FAX: 866-571-8323
GEORGE E. LUCAS R.P.L.S. 41
2205 STONECREST PATH
NEW BRAUNFELS, TEXAS 78

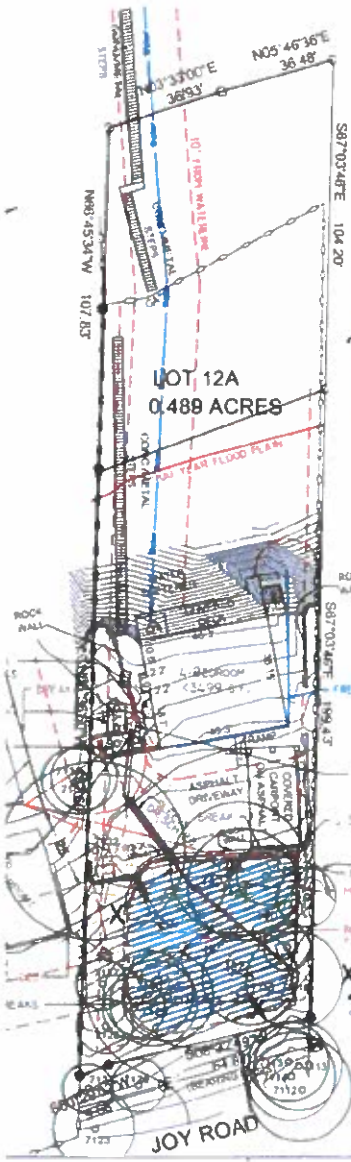


Field Only
Asbuilt
3-26-15
DSims/DRL/ky
Julovega Jr
24538

- LEGEND**
- = IRON ROD FOUND
 - = IRON ROD SET
 - ⊗ = 'X' IN CONCRETE
 - △ = CALC. PROP. COI
 - () = RECORD PER PL.
 - = WOOD FENCE
 - = WIRE FENCE
 - = CHAIN LINK FENC
 - PUE = PUBLIC UTILITY E
 - DE = DRAINAGE EASEI
 - BL = BUILDING LINE
 - G.M = GAS METER
 - E/M = ELECTRIC METEF
 - = OVERHEAD POW
 - ⊕ = POWER POLE
 - = GUY WIRE ANCHC

TREE LIST

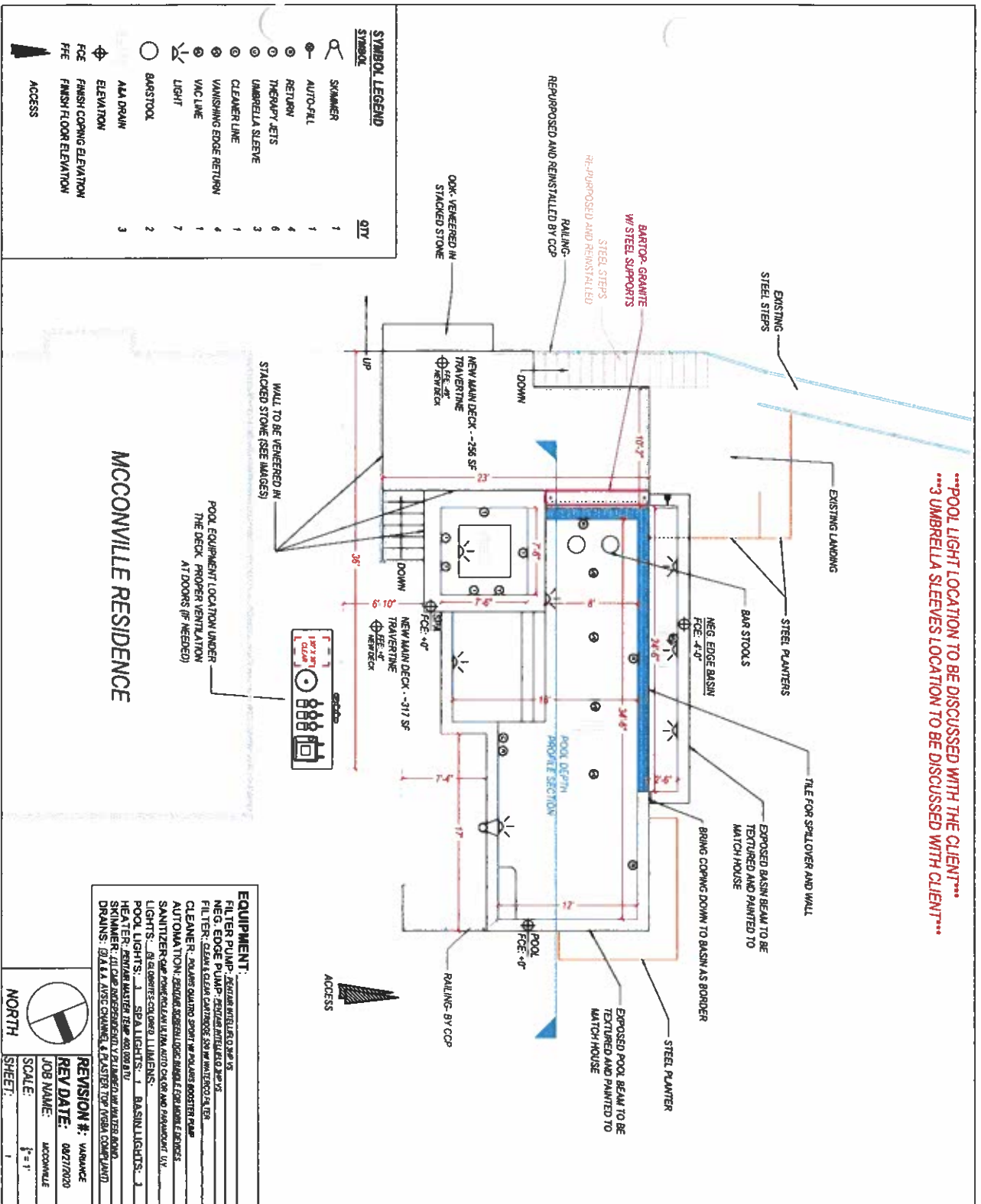
TAG	SIZE	T
7112	18.5	LIV
7113	14"	LIV
7114	12.8"	LIV
7115	12.6"	LIV
7116	14.9	JUI
7117	7.3	JUI
7118	11.6	JUNI
7119	9.4	JUI
7120	12.4 1.4"	JUNI
7121	9.3	JUI
7122	21.3	PI
7123	12.8"	JUNI
7124	7.7"	JUI
7128	8.5	JUI
7129	8.7"	JUI
7127	8"	JUI
7128	9.8"	LIV
7129	9.6 7.0"	JUNI
7130	14"	LIV
7131	14.2"	LIV
7132	17.3" 13.3" 8.8"	LIVE
7133	10.2"	HAC
7134	10.4	HAC



Received 4/10/2014
LCRA OSSF Program

518 L.F. AT 0.7
1036 S.F. AT 0.2
-2072 CO. AT 0.1
+637 L.F. AT 0.1 NO LINER
-1272 S.F. AT 0.1 NO LINER
5312 S.F. FOR 0.1 APPLICATION

POOL LIGHT LOCATION TO BE DISCUSSED WITH THE CLIENT
 3 UMBRELLA SLEEVES LOCATION TO BE DISCUSSED WITH CLIENT



SYMBOL LEGEND	
SYMBOL	QTY
SKIMMER	1
AUTO-FILL	1
RETURN	4
RETURN JETS	6
UMBRELLA SLEEVE	3
CLEANER LINE	1
WASHING EDGE RETURN	4
VAC LINE	1
LIGHT	7
BARSTOOL	2
ADA DRINK	3
ELEVATION	
FINISH COPING ELEVATION	
FINISH FLOOR ELEVATION	
ACCESS	

EQUIPMENT	
FILTER PUMP	1
NEG. EDGE PUMP	1
CLEANER	1
AUTOMATION	1
SANITIZER	1
POOL LIGHTS	7
HEATER	1
SKIMMER	1
DRAINS	1

POOL, SPA, & NEG EDGE BASIN INFORMATION:	
POOL SIZE: 34'-0" X 12'-0" X 7'-0"	SPA SIZE: 7'-0" X 7'-0" X 3'-0"
PER. 101 LF	PER. 30 LF
DEPTH: 7'-0"	DEPTH: 3'-0"
I.A.: 81 SF	I.A.: 120 SF
GAL.: 1,500	GAL.: 750 SF
NEG. EDGE BASIN SIZE: 3'-0" X 2'-0"	
S.A.: 61 SF	PER. 14 LF
DEPTH: 3'-0"	GAL.: 120
I.A.: 20 SF	

GENERAL:	
POOL BENCH	-19 SF
SPA BENCH	-28 SF
SPA SPILLWAY	-18 LF
BASIN WATER LINE	-18 LF
NEG. EDGE WALL	-21 LF
NEG. EDGE MISC.	-12 LF
DECK	-312 SF
MAIN DECK	-256 SF
LOWER DECK	-56 SF
STAIRS	-7 SF
TOTAL	573 SF

OTHER FEATURES:	
BARTOP	-12 SF
RAILING	-12 SF
STEEL PLANTERS	-2 SF
STEEL STEPS	-2 SF
BARSTOOL	-1 SF
UMBRELLA SLEEVES	-3 SF
NEG. EDGE BASIN	-1 SF
WALL TO BE VENEERED	-1 SF
WALL TO BE VENEERED IN STACKED STONE	-1 SF

REVISION #1: VARIANCE
 REV DATE: 08/27/2020
 JOB NAME: MCCONVILLE
 SCALE: 1/8" = 1'
 SHEET: 1

CLIENT: LAM & MARSSA MCCONVILLE
 ADD: 6120 AVONDALE
 CITY: MOBILE, TX
 SUBDIVISION: 7TH 19841
 SALES: PATRICK BARNETT
 COMPANY: CASCADIA CUSTOM POOLS
 PARCEL: DATE: 08/27/2020



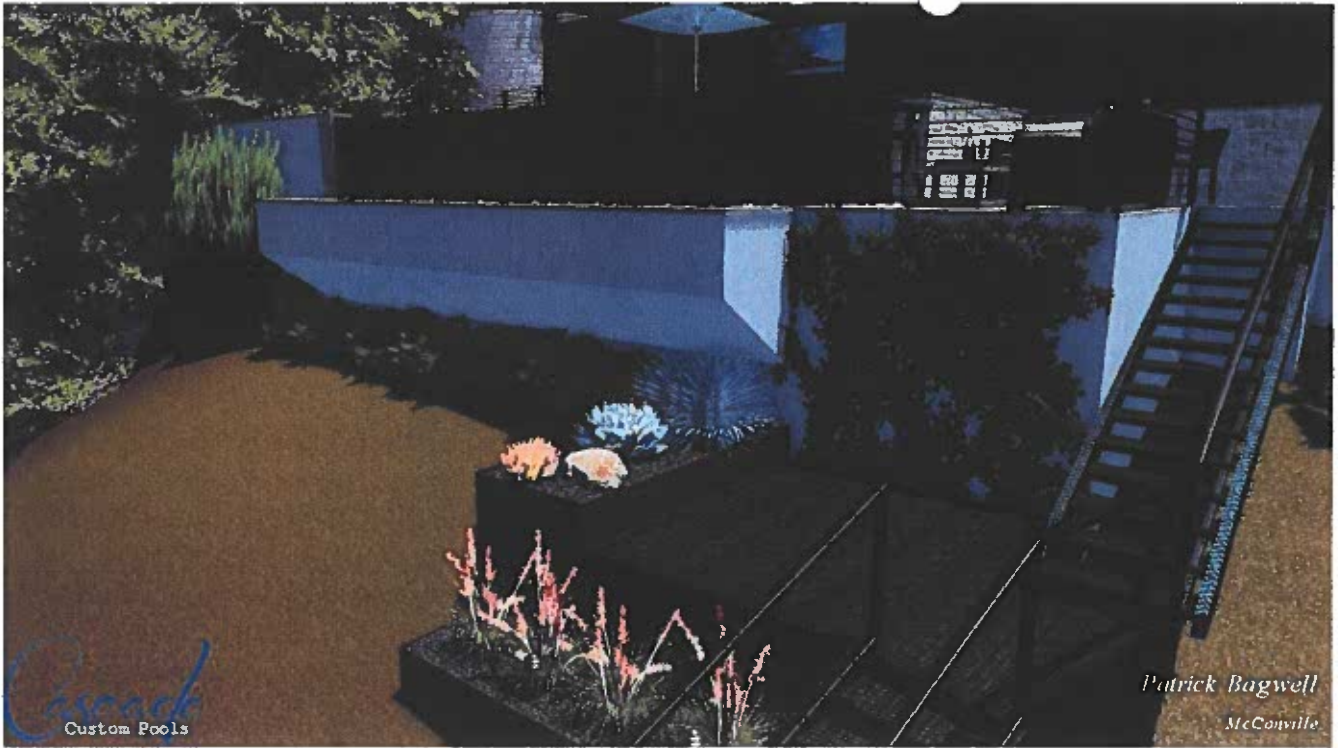


Patrick Bagwell
McCowille









B

C

Safety and Security Recommendations

1. Replace front door

2. Rekey following doors:

- Conference room
- Jana's office
- File room
- Kitchen door
- Back door
- Inside door to Chamber
- Outside door to Chamber

3. Replace current safe. It is small and can be carried off. In addition, it is locked and the key is missing.

4. File room cabinets that need rekeying:

- 2 file cabinets cannot be locked because the keys are missing
- 1 file cabinet that is locked cannot be opened because the key is missing

D

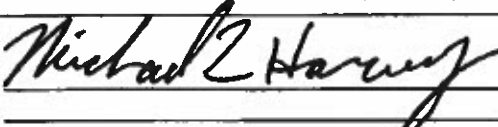


VILLAGE OF
 VOLENTE

VILLAGE OF VOLENTE
 INVITATION FOR BID (IFB)
 Offer Sheet

SOLICITATION NO. IT Services	DATE ISSUED: September 30, 2020
COMMODITY/SERVICE DESCRIPTION: IT Services	PRE-BID CONFERENCE TIME AND DATE: None
	LOCATION: CITY HALL, 16100 WHARF COVE VOLENTE, TX 78641
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT: Cindy Metro cmetro@volentetexas.gov	BID DUE PRIOR TO: October 7, 2020 5:00 pm
Phone: (512) 709-5556	BID OPENING TIME AND DATE: October 7, 2020 5:30 pm
	LOCATION: CITY HALL, 16100 WHARF COVE VOLENTE, TX 78641
SUBMIT ONE (1) SIGNED COPY OF RESPONSE TO: cindymetro7@gmail.com and cmetro@volentetexas.gov	

SOLICITATION TO:

Vendor Name: Project Overwatch, LLC	
Vendor Address: 7000 North Mopac Expy, 2 nd Floor Austin, TX 78731	
	Michael C. Harvey President
Signature of Person Authorized to Sign Offer	Signer's Name and Title: (please print or type)

COMPANY NAME: Project Overwatch, LLC	FEDERAL TAX ID NO. (REQUIRED TO BE CONSIDERED) 844836596
STREET ADDRESS: 7000 North Mopac Expy, 2 nd Floor	CITY, STATE, ZIP CODE: Austin, TX 78731
PHONE NO. (512) 994-2603	FAX NO. (N/A)

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH VILLAGE:

Company "Remit To "Name: Project Overwatch, LLC
Remit to Address: 7000 North Mopac Expy, 2 nd Floor
City, State, Zip Code: Austin, TX, 78731
Email Address: accounting@projectoverwatch.net

Invitation to Bid

SCOPE OF WORK:

IT Services to Include:

- 1) Cloud Based Services, Performance Monitoring, and Incident Response
- 2) Optimization of Office 365 and QuickBooks
 - a) Setup and remote support of 6-7 email users running Office 365
 - b) Proper Account Structure
 - c) Shared Files via OneDrive
 - d) Basic auditing and account security
- 3) Setup and Optimization of City Hall
 - a) Validate wireless network
 - b) Setup basic content filtering and anti-virus
 - c) Setup and remote support of 2 in-office users on 2 windows Village owned PC's running O365
 - d) On-going monitoring of in-office PC's, including installation of Windows patches
 - e) Installation and monitoring of security and virus protection for in-office windows PC's
 - f) Transition of the above to new users once a year when 3 council members are replaced with new ones
 - g) Review and reconfigure of WIFI network and router/firewall as needed and connectivity to in-office printer/scanner to the 2 in-office users.
 - h) Evaluate current local and server based storage of spreadsheets, word docs, pdf's, images and consider de-commission of old server and One-Drive cloud storage vs retention or replacement of server and using One-drive cloud storage.
 - i) Migration of old server based and local based storage of spreadsheets, word docs, pdf's, and images, to solution identified in (h).
- 4) Limited onsite-response for break fix support as needed
- 5) Needs Assessment

DOCUMENTS PROVIDED:

- Invitation for bid
- Bid proposal
- Vendor data sheet
- **Chapter 46. Disclosure of Interested Parties** (compliance with section 2252.908 of the Government Code)

DOCUMENTS TO BE RETURNED WITH BID:

- Signed invitation for Bid
 - Signed Bid Proposal
- Invitation to Bid

- Completed Vendor Data Sheet
- Evidence of compliance with **Chapter 46. Disclosure of Interested Parties**

VILLAGE OF VOLENTE
16100 Wharf Cove
VOLENTE, TX 78641

PROJECT NO. IT Services

INSERT PROPOSAL

**VILLAGE OF VOLENTE 16100 WHARF COVE
 VOLENTE, TEXAS 78641**

VENDOR DATA SHEET (ALL SUPPLIERS)

BUSINESS NAME: Project Overwatch, LLC			
ADDRESS: 7000 North Mopac Expy, 2 nd Floor			
CITY: Austin	STATE: Texas	ZIP: 78731	PHONE/FAX: 512-994-2603

TYPE OF OWNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> JOINT PROPRIETORSHIP
--

IF MINORITY WHAT STATUS: <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC <input type="checkbox"/> AMERICAN INDIAN <input type="checkbox"/> ALASKAN NATIVE <input type="checkbox"/> WOMAN <input type="checkbox"/> ASIAN AMERICAN <input type="checkbox"/> MBE CERTIFIED

Federal Employer ID # 844836596	FORM 1099 REQUIRED YES X NO	FORM 1295 REQUIRED YES X NO
---	---------------------------------------	---------------------------------------

PRINCIPALS IN THE COMPANY

NAME	TITLE	PHONE	ADDRESS
Mike Harvey	President	512-994-2603	7000 North Mopac Expy, 2 nd Floor Austin, TX 78731

ACCOUNT CONTACTS

NAME	TITLE
PROJECT CONTACT: James Cavanaugh – Director of Services	ORDER DELIVERY:
INVOICING CONTACT: Marie Vaughan - Accountant	ACCOUNT REPRESENTATIVE: Tony Vargas – Account Executive

BUSINESS CONTACT REFERENCES

NAME	TITLE	ADDRESS	PHONE
Charles Ernst	CEO	4939 Calloway Drive	(661) 578-6368
Babu Sathyanarayana	Head of Information Technology	1700 Royston Lane	(763) 203-2107

REMIT TO

NAME: Project Overwatch, LLC			
ADDRESS: 7000 North Mopac Expy, 2 nd Floor			
CITY: Austin	STATE: TX	ZIP: 78731	PHONE: 512-994-2603

Michael L Harvey President 10/06/2020

AUTHORIZED SIGNATURE TITLE DATE

This proposal was prepared for
Cindy Metro at Village of Volente
by Tony Vargas at Project Overwatch
on 10/6/2020



**We cover IT.
You grow your business.**

OVERWATCH

www.projectoverwatch.net
512-994-2603
help@projectoverwatch.net

Austin Office (Corporate)
7000 North Mopac Expy, 2nd Floor
Austin, TX 78731

Dallas Office
6600 Chase Oaks Blvd, STE 100
Plano, TX 75023



TO

Cindy Metro
Village of Volente

Dear Cindy,

My name is Mike Harvey and I'm the founder of **Project Overwatch** - an Austin Texas-based managed IT services provider that is about to become every bit as vested in your organization's success as you are yourself.

I just wanted to take a moment to offer you a sincere "thank you" for considering us for your managed IT needs, and to welcome you and your colleagues to the Project Overwatch family.

From the moment that we opened our doors until now, our core mission has remained the same:

- We want to help businesses discover and achieve their true potential and we use state-of-the-art technology as a way to do it.
- We want to leverage the services we provide as a means to help your business not only survive, but thrive - all while using IT to create a serious competitive advantage for yourself.

Are these lofty goals for a managed IT services provider? Sure - but as the old saying goes, "*anything worth doing is worth doing right.*"

Enclosed in this proposal we've included the **Managed IT Buyer's Guide**, which will help you make an informed decision when it's time to choose the right IT company for YOU, our **Pricing Sheet** which tells you *exactly* how much you can expect to spend on a monthly basis with Project Overwatch and our Initial Diagnosis of the challenged that you've shared with us.

Should you accept our proposal, we can send over the complete contract with required bank information and signatures. If you have any questions or would like to revise the proposal, please don't hesitate to reach out.

P.S.: Please note that the proposal is valid for 30 days from the date it was created.

We look forward to doing business with you!

King regards,

Mike Harvey



512-994-2603



www.projectoverwatch.net
tonyvargas@projectoverwatch.net



7000 North Mopac Expy,
2nd Floor, Austin, TX
78731



PROJECT OVERWATCH PRICING SHEET

Included Services

Service rendered under this Agreement includes the following features:

Service Description	Included
End-User Helpdesk Support	✓
Workstation Maintenance & Support	✓
Server Management, Maintenance & Support	✓
Network & Infrastructure Management	✓
24/7 Network Monitoring	✓
Basic Peripheral Support (i.e. Mobile Phones, Printers, Scanners, etc.)	✓
Anti-Virus/Anti-Malware Software & Definition Updates	✓
Email Spam Protection	✓
Microsoft Patch Management	✓
Network Documentation & Asset Tracking	✓
Liaison with Other Technology Vendors	✓
Strategic Infrastructure Consulting & Planning	✓



512-994-2603



www.projectoverwatch.net
tonyvargas@projectoverwatch.net



7000 North Mopac Expy,
2nd Floor, Austin, TX
78731



Your Pricing Info

The pricing information below is valid for 30 days since the date it was created.

Managed Units	Fee Per Unit	Count
Desktop or Laptop - Total Managed (\$ per Device)	\$30	4
Managed Users 24/7 Remote Support & Remote Project Services	\$65	7
Managed Android or Apple Device (Phones)	\$12	0
Managed ChromeBook or Tablet (iPad or Android)	\$16	0
Managed Server/NAS (\$ per Server)	\$295	1
Site Network Security & Optimization (Per site)	\$250	1
Managed Firewall and Switches (Per Site)	\$250	1

Total Monthly Managed IT Services Cost: \$ 1,370.00 per month

THANK YOU!



512-994-2603



www.projectoverwatch.net
tonyvargas@projectoverwatch.net



7000 North Mopac Expy,
2nd Floor, Austin, TX
78731



OUR DISCUSSION

These are some of the most important challenges you are facing, according to our preliminary discussions:

- Managed IT Department
- Email Issues
- Website Issues
- Firewall Security

And here is how we will guarantee that these challenges are solved and no longer something you and your team will need to worry about:

- Village of Volente currently utilizes a volunteer to manage IT. Project Overwatch is a fully Managed IT Department offering a flat-rate monthly fee for our professional IT services over a 36 month contract.
- Project Overwatch has a complete Service Desk and Network Operations Center that taps into 100+ technicians to support your business 24/7/365.
- We have a sister company that can assist with the website issues you are having but that won't be included in the flat rate monthly fee for managed IT services. Website management falls under marketing and will need to be scoped out as a separate project.
- As part of the monthly fee, Project Overwatch can provide The Village of Volente with the latest firewall appliance with up to date support. The price to manage the firewall would remain the same if utilizing yours or ours.



512-994-2603



www.projectoverwatch.net
tonyvargas@projectoverwatch.net



7000 North Mopac Expy,
2nd Floor, Austin, TX
78731

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Project Overwatch, LLC
 Austin, TX United States

Certificate Number:
 2020-675400

Date Filed:
 10/06/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Village of Volente

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IT Services
 IT Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



VILLAGE OF VOLENTE
INVITATION FOR BID (IFB)

Offer Sheet

SOLICITATION NO. IT Services	DATE ISSUED: September 30, 2020
COMMODITY/SERVICE DESCRIPTION: IT Services	PRE-BID CONFERENCE TIME AND DATE: None
	LOCATION: CITY HALL, 16100 WHARF COVE VOLENTE, TX 78641
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT: Cindy Metro cmetro@volentetexas.gov	BID DUE PRIOR TO: October 7, 2020 5:00 pm
Phone: (512) 709-5556	BID OPENING TIME AND DATE: October 7, 2020 5:30 pm
	LOCATION: CITY HALL, 16100 WHARF COVE VOLENTE, TX 78641
SUBMIT ONE (1) SIGNED COPY OF RESPONSE TO: cindymetro7@gmail.com and cmetro@volentetexas.gov	

SOLICITATION TO:

Vendor Name: UNIVISTA
Vendor Address: 9065 Jollyville Rd, Suite 105, Austin, TX, 78759, MAILING: PO BOX 218, Cedar Park, TX 78630

Larry Whelan - President

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

COMPANY NAME: UNIVISTA	FEDERAL TAX ID NO. 74-2886021
STREET ADDRESS: 9065 Jollyville Rd, Suite 105	CITY, STATE, ZIP CODE: Austin, TX, 78759
PHONE NO. (512) 832-6209	FAX NO. (866) 523-5476

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH VILLAGE:

Company "Remit To "Name: UNIVISTA
Remit to Address: PO BOX 218
City, State, Zip Code: Cedar Park, TX, 78630
Email Address: info@univista.com

SCOPE OF WORK:

IT Services to Include:

- 1) Cloud Based Services, Performance Monitoring, and Incident Response
- 2) Optimization of Office 365 and QuickBooks
 - a) Setup and remote support of 6-7 email users running Office 365
 - b) Proper Account Structure
 - c) Shared Files via OneDrive
 - d) Basic auditing and account security
- 3) Setup and Optimization of City Hall
 - a) Validate wireless network
 - b) Setup basic content filtering and anti-virus
 - c) Setup and remote support of 2 in-office users on 2 windows Village owned PC's running O365
 - d) On-going monitoring of in-office PC's, including installation of Windows patches
 - e) Installation and monitoring of security and virus protection for in-office windows PC's
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 - g) Review and reconfigure of WIFI network and router/firewall as needed and connectivity to in-office printer/scanner to the 2 in-office users.
 - h) Evaluate current local and server based storage of spreadsheets, word docs, pdf's, images and consider de-commission of old server and One-Drive cloud storage vs retention or replacement of server and using One-drive cloud storage.
 - i) Migration of old server based and local based storage of spreadsheets, word docs, pdf's, and images, to solution identified in (h).
- 4) Limited onsite-response for break fix support as needed
- 5) Needs Assessment

DOCUMENTS PROVIDED:

- Invitation for bid
- Bid proposal
- Vendor data sheet
- **Chapter 46. Disclosure of Interested Parties** (compliance with section 2252.908 of the Government Code)

DOCUMENTS TO BE RETURNED WITH BID:

- Signed invitation for Bid
- Signed Bid Proposal
- Completed Vendor Data Sheet
- Evidence of compliance with **Chapter 46. Disclosure of Interested Parties**

**VILLAGE OF VOLENTE 16100 WHARF COVE
VOLENTE, TEXAS 78641**

VENDOR DATA SHEET (ALL SUPPLIERS)

BUSINESS NAME: UNIVISTA			
ADDRESS: 9065 Jollyville RD, Suite 105			
CITY: Austin	STATE: TX	ZIP: 78759	PHONE/FAX: Phone: 512-832-6209
			Fax: 866-523-5476

TYPE OF OWNERSHIP XXX CORPORATION (LLC)
--

IF MINORITY WHAT STATUS: NA <input type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC <input type="checkbox"/> AMERICAN INDIAN <input type="checkbox"/> ALASKAN NATIVE <input type="checkbox"/> WOMAN <input type="checkbox"/> ASIAN AMERICAN <input type="checkbox"/> MBE CERTIFIED

Federal Employer ID #74-2886201	FORM 1099 REQUIRED	FORM 1295 REQUIRED
	XXX YES _ NO	_XXX_ YES _ NO

PRINCIPALS IN THE COMPANY

NAME	TITLE	PHONE	ADDRESS
Larry Whelan	President	O: 512-832-6209 C: 512-784-9610 E: larry.whelan@univista.com	9065 Jollyville Rd, #105, Austin, TX, 78759

ACCOUNT CONTACTS

NAME Larry Whelan	TITLE President
PROJECT CONTACT Jamie Ormand - 512-832-6209 jamie.ormand@univista.com	ORDER DELIVERY Robert Echols - 512-832-6209 robert.echols@univista.com
INVOICING CONTACT Tracy Whelan - 512-832-6209 tracy.whelan@univista.com	ACCOUNT REPRESENTATIVE Robert Echols - 512-832-6209 robert.echols@univista.com

BUSINESS CONTACT REFERENCES

NAME	TITLE	ADDRESS	PHONE
Luci Miller - Miler IDS	President	1000 E. 7th Street Austin, TX 78702	512.381.5266
Leonard Cautu - City of Mustang Ridge	Chief of Police	12800 S Hwy 183 Mustang Ridge, TX 78610	(512) 243-1775
Wendy Del Re - City of Jonestown	Finance Manager	18649 Ranch Rd 1431 STE 4A Jonestown, TX 78645	(512) 267-3243

REMIT TO

NAME Tracy Whelan			
ADDRESS PO BOX 218			
CITY Cedar Park	STATE TX	ZIP 78630	PHONE 512-832-6209



President

10/7/2020

AUTHORIZED SIGNATURE

TITLE

DATE



PO Box 218
 Cedar Park, TX 78630
 P: 512.832.6209
 F: 866.523.5476
www.univista.com

Proposal: RFP – Village of Volente IT Services

Prepared for:

VILLAGE OF VOLENTE
 16100 Wharf Cove
 VOLENTE, TX 78641

PROJECT NO. IT Services

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About UniVista

Since our founding in 1997, UniVista has been committed to vigorously protecting client productivity by providing outstanding solutions and support with maximum efficiency and reliability when you need it. We do this by learning how your business operates and then leveraging our experience and array of IT Services to ensure that your organization can meet its goals.

Our Corporate Mission statement:

**UniVista is a Managed IT services company
 And
 Our product is Customer Satisfaction**

Complete Customer Satisfaction is the goal in everything we do. That is why we will do just about whatever it takes to make sure that you are satisfied and that you are being treated the same way we would expect to be treated by another vendor.

Our Core Values:

- Honesty
- Integrity
- Communication

- Accountability
- Teamwork

Our Service Guarantee:

- UniVista will always treat every issue with the same care and urgency that it would use to treat its own issues.
- UniVista will always act in your best interest.
- UniVista will update you with any status changes as they occur.
- UniVista will make every effort to meet your stated goals to the best of its ability within the timeframe you specified.

Approach

The Village of Volente has requested the following services:

1. Cloud Based Services, Performance Monitoring, and Incident Response.
2. Optimization of Office 365 and QuickBooks.
 - a. Setup and remote support of 6-7 email users running Office 365.
 - b. Proper Account Structure
 - c. Shared Files via OneDrive.
 - d. Basic auditing and account security.
3. Setup and Optimization of City Hall
 - a. Validate wireless network
 - b. Setup basic content filtering and anti-virus.
 - c. Setup and remote support of 2 in-office users on 2 Windows Village owned PC's running O365.
 - d. On-going monitoring of in-office PC's, including installation of Windows patches.
 - e. Installation and monitoring of security and virus protection for in-office Windows PC's.
 - f. Transition of the above to new users once a year when 3 council members are replaced with new ones.
 - g. Review and reconfigure of WIFI network and router/firewall as needed and connectivity to in-office printer/scanner to the 2 in-office users.
 - h. Evaluate current local and server-based storage of spreadsheets, word docs, pdf's, images and consider de-commission of old server and One-Drive cloud storage vs retention or replacement of server and using One-drive cloud storage.
 - i. Migration of old server based and local based storage of spreadsheets, word docs, pdf's, and images, to solution identified in (h).
4. Limited onsite response for break fix support as needed
5. Needs Assessment

UniVista will first integrate the Village of Volente's infrastructure into its support environment and continue to meet its support goals through our COMPREHENSIVE support agreement. Onboarding your infrastructure into our support environment will also allow UniVista to give you a specific budget for items for the potential implementation or remediation of items 2c, 3a, 3g, and 3i. Once a budget is provided, we will work with you to establish a timeline for their implementation.

IMPORTANT NOTE regarding item 2c: OneDrive is intended for a single user use. Files that are shared in OneDrive can not be secured in a controlled manner. Microsoft and UniVista strongly recommend the use of Microsoft Sharepoint for the controlled sharing of files in a workgroup.

All other items in the list of requested services will be covered at no additional cost under your COMPREHENSIVE support agreement

UniVista's COMPREHENSIVE support agreement includes the following features:

- **Complete support for _6_ Desktops or Laptops _1_ Server, Supported Network Devices (Firewalls, Switches, and Routers), and all Software and services installed on these systems.**
- **A Team of One Account Manager and Two Technicians will be assigned to your account.**
 - You are assigned a primary and secondary field technician. Your field tech is in charge of knowing your systems, managing the inventory of your systems in our help desk, and making sure that your day-to-day tickets and tasks are being addressed. They will visit your offices weekly, meet with your key staff members, work any open tickets, and to verify that all your IT needs are being met. They will also query staff to ensure that any non-reported technical issues are making it into our system. Whether you need us onsite or not, it's important for your staff to see us and know we are present for their needs. This also allows us to see issues as they arise before they are noticed by one of your staff members. Additional onsite visits for urgent issues will also be accommodated as needed.
 - You are assigned an Account Manager. Your account manager is responsible for making sure that UniVista is delivering great IT services in the manner you expect. They will immediately begin the process of learning about your organization, its needs, its compliance requirements, and its goals. Within the first quarter they will create an annual IT strategy which includes a budget to ensure that you can meet these goals. They will also communicate with you regularly and meet with you at least quarterly to ensure that we're meeting your IT needs and organizational goals.
- **Eligible for at least one scheduled onsite visit from your assigned tech per week (COVID Permitting).**
- **Quarterly IT Business Planning** including IT strategy planning & budgeting, network health analysis, and system performance analysis.
- **IT Inventory Management** including research, warranty and license tracking, and product procurement.
- **Network Security Management**, including security risk analysis as needed.
- **Help Desk Support** including Remote and On-Site Support. UniVista provides an online help desk portal for as many of your staff members as you like that is tailored to your needs. Our help desk portal system ensures that ANY issue reported is documented and assigned an appropriate SLA (time frame to be worked) with continuing status updates. Tickets can also be created with an email sent to support@univista.com, or a phone call to our Austin-based Help Desk at 512-832-6209.
- **Weekly and Monthly blogposts and mailings** that are tailored to answer common IT questions and concerns.
- **24x7 After Hours Support** for Business Stopping Issues.
- **1hr maximum response** to all business-stopping emergency issues. On-site response within 4 business hours if the issue cannot be resolved remotely.
- **Active Directory Maintenance and Management.**
- **Email Server Management and Support**, including Microsoft Exchange, Office 365, Outlook clients, Outlook Web Access, and mobile devices.
- **Enrollment in the UniVista Cybersecurity suite** which includes Antivirus, Ransomware prevention, Content filtering, Spam Filtering, and CyberSecurity Awareness training for the users of all covered desktops and servers. Cybersecurity Training is a proactive approach to comprehensive security, educating personnel on best practices when dealing with cybersecurity threats. The courses are short and are assigned to your users on your terms. Since you currently use Knowbe4 and Webroot we'll manage each application for you, tuning each to ensure that you are able to meet any compliance requirements.
- **VPN Implementation and Management** for all covered servers and VPN clients that are running a UniVista supported Antivirus client.
- **SharePoint Management**, top level site permissions management, and client connectivity support for any Office 365 subscription that is procured through UniVista.
- **24x7 Monitoring** of Servers, Services, Switches, Firewalls, and Access Points.
- **Patch Management** for all covered servers and workstations for all currently supported versions of the following applications: Windows OS, Adobe Flash, Reader, & Shockwave, iTunes, Google Chrome, Oracle Java, PDF Creator, 7-Zip, Mozilla Firefox & Thunderbird, Notepad++, VLC Media Player, Skype, Skype for Business, Microsoft Office.

- **Network Performance Analysis** and Optimization as needed.
- **Access to the UniVista Library of policies and procedures**, keeping you in compliance with rules and regulations pertinent to your organization.
- **Emergency Loan** of one SonicWALL or one Cisco switch in the event of device failure at the customer site. This allows us to get you back up and running ASAP without having to invest in spare network equipment or equipment that does not meet your long-term goals.
- **Monthly Network & System Health Reports**. – *Sample Attached*
- CJIS and PCI advisement, monitoring, and reporting to maintain ongoing compliance requirements.

UniVista Positioning

UniVista is uniquely positioned to provide all the services requested due to our history of delivering the same services to cities like yours and organizations with compliance and security needs at their IT core.

UniVista began servicing customers with complex compliance and reporting needs in 2001. Since that time we have tuned our operations to support these organizations. That's why:

- We put all UniVista employees through an extensive background check and certification process. Each employee is subjected to an initial and subsequent random drug testing. They are then put through a credit and criminal history check. Finally each employee goes through the FBI/CJIS background check process.
- We deliver monthly health reports that spotlight tickets created, current health status, performance status, and warranty status for all systems that we monitor. For any systems that we protect with a backup system we also report on backup status.
- We extensively document all tickets including the resolution. We do this to satisfy any change management compliance requirements. This documentation is available online at any time through the UniVista help desk portal.
- We offer cybersecurity training through our partner, Knowbe4. This training can be tuned to satisfy the cybersecurity training requirements of most compliance regulations.
- We have created templates for a security policy, acceptable use policy, IT policy, and disaster recovery policy. We will also advise on the development and implementation of these policies.
- UniVista was a leader in the internal implementation of 2-Factor Authentication mechanisms to secure our remote support environment. This is a requirement of all major compliance regulations.

Through our early adoption of all these features plus our unparalleled customer service, UniVista has built a customer base of cities similar to the Village of Volente that has compliance needs at its core through referrals and reputation alone.

References from other Cities

1. City of Bee Cave

- **Reference contact:** Clint Garza – City Manager – email: cgarza@beecavetexas.gov, Phone: 512-767-6611
- **Customer Profile:** COMPREHENSIVE SUPPORT CUSTOMER - Municipality located in Central Texas; All servers hosted onsite; PD dispatches through City of Lakeway; 82 workstations and 18 servers.
- **Customer since:** March 2015, COMPREHENSIVE support customer since March 2019.
- **Roles:** We work with the city's in-house IT staff to provide day to day IT support for all desktops, servers, and all network equipment along with monitoring, alerting and 24-hour emergency support for all city departments. We are involved in all areas of IT including strategy creation, security, inventory management, polices & procedure creation, and CJIS compliance.
- **Why is our relationship successful?** We have worked closely with the City of Bee Cave in every initiative that involved IT since 2019. Throughout every project or task, we have always kept in mind the ultimate goal of delivering systems that meet the city's goals while ultimately benefiting the employees and citizens of Bee Cave through increased reliability and lower support costs per system.

2. City of Mustang Ridge:

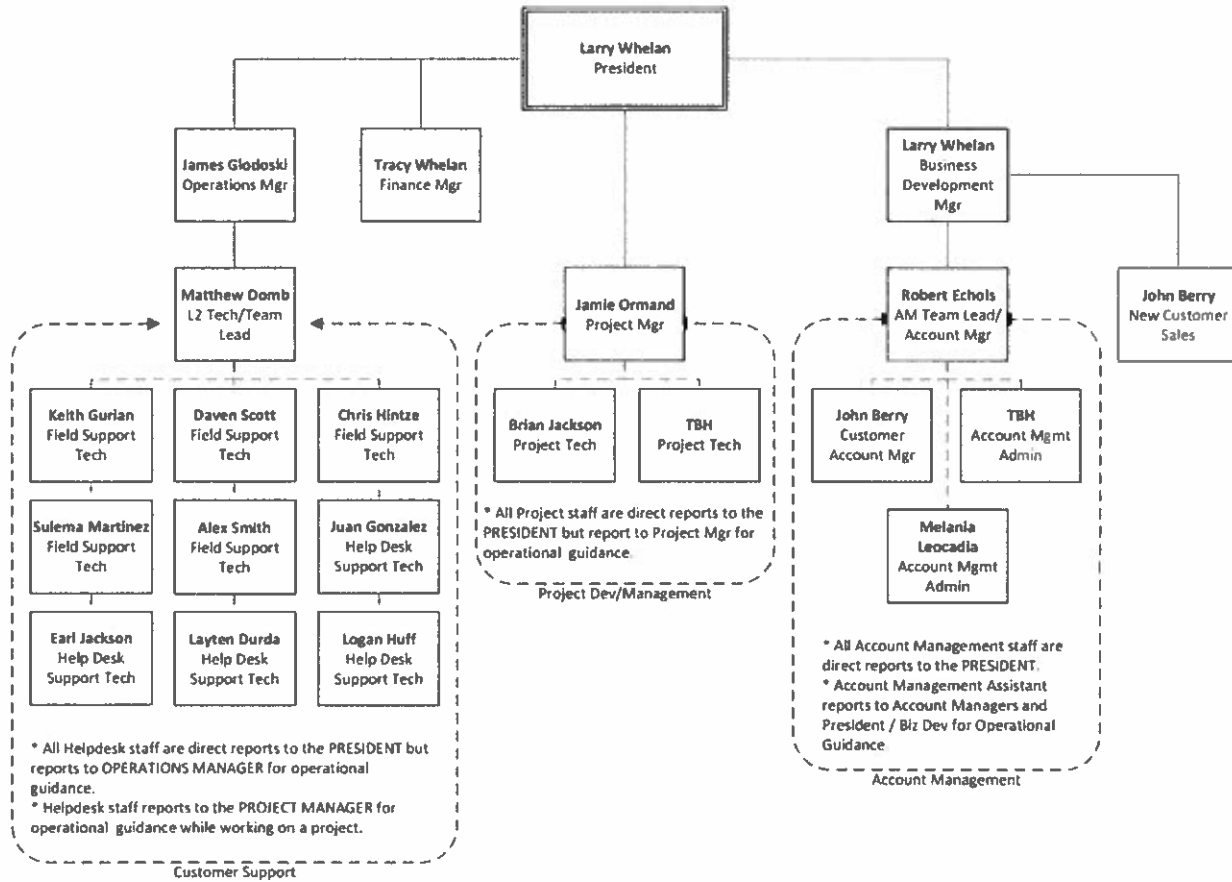
- **Reference contact:** Chief Leonard Cantu, email: ccantumustangridge@gmail.com, phone: 512-869-1744
- **Customer Profile:** Municipality located in Central Texas; All servers hosted onsite; PD dispatches through Travis County; 13 workstations and 2 servers.
- **Customer since:** April 2018
- **Roles:** COMPREHENSIVE SUPPORT CUSTOMER - We started working with the City of Mustang Ridge to help achieve CJIS compliance. Achieving this required a complete overhaul of all infrastructure and creation of new processes. We provide day to day IT support for all desktops, servers, and all network equipment along with monitoring, alerting and 24-hour emergency support for all city departments. We are involved in all areas of IT including strategy creation, security, inventory management, polices & procedure creation, and CJIS compliance. All Servers are backed up locally and offsite to backup cloud allowing for quick offsite recovery. All backups are monitored and verified daily.
- **Why is our relationship successful?** We work closely with city staff to create long term and short-term IT goals. Throughout every project or task, we have always kept in mind the ultimate goal that the IT foundation that is currently being built will allow the city to become secure, compliant, and also scale as development in South-Eastern Travis county continues.

3. City of Jonestown:

- **Reference contact:** Wendy Del Re – Finance Manager – email: wkelly@jonestown.org, phone: 512-267-3243
- **Customer Profile:** Municipality located in Central Texas; All servers hosted onsite; PD dispatches through Travis County; 37 workstations and 3 servers; infrastructure includes a custom library access system for residents.
- **Customer since:** November 2018
- **Roles:** COMPREHENSIVE SUPPORT CUSTOMER - We started working with the City of Jonestown to help achieve CJIS compliance. Achieving this required a complete overhaul of all infrastructure and creation of new processes. Process is still ongoing. We provide day to day IT support for all desktops, servers, and all network equipment along with monitoring, alerting and 24-hour emergency support for all city departments. We are involved in all areas of IT including strategy creation, security, inventory management, polices & procedure creation, and CJIS compliance. All Servers are backed up locally and offsite to backup cloud allowing for quick offsite recovery.

- **Why is our relationship successful?** We work closely with city staff to create long term and short-term IT goals. Throughout every project or task, we have always kept in mind the ultimate goal that the IT foundation that is currently being built will allow the city to become secure, compliant, and also scale as development around Jonestown continues.

Staff Listing/Org Chart



Miscellaneous Support Service Questions

1. **Help Desk Description** – Our helpdesk is available to answer any technical issue that arises. Univista employees can remotely connect to and fix almost any issue that arises through our CJIS and PCI compliant support infrastructure. If a business stopping issue does arise that requires an onsite visit, we will immediately dispatch a technician to resolve the problem.
2. **How do I submit a ticket?** Use any of the following methods, depending on urgency:
 - a. **For “Business Stopping Issues”** Always call the Help Desk @ 512-832-6209 (866-832-6209 Toll Free) for immediate assistance.
 - b. **For Non-Business Stopping Issues** - support@univista.com – An email will automatically create a ticket with a 3-business day priority. Please include the due date and any change to the priority timeline in the body of your email.
 - c. **Create and track your own tickets through the web** – <https://my.univista.com> - The login is your e-mail address and the password provided to you via e-mail.
3. **What Defines a “Business Stopping Issue”?** “Business Stopping Issues” are system problems which halt productivity within your organization. They can be anything from a network outage to a key employee’s computer crash.
4. **Correctly defining your technical issue:** Correctly defining the priority, due date and the details of the issue affecting your system are critical to helping us solve your problem as quickly as possible.
5. **Priority: When do you need us to begin working on your technical issue?**
 - a. **Business Stopping** – Always call a Business Stopping issue into our Help Desk so that we can get someone on it immediately for you.
 - b. **Same Business Day** - Please call these issues into our Help Desk so that we can get someone on it for you before the end of the day.
 - c. **24 hour** – We’ll start working on your ticket within 24 hrs.
 - d. **2 day** – We’ll start working on your ticket within 2 business days.
 - e. **3 day** – We’ll start working on your ticket within 3 business days.
 - f. **1 week** – We’ll start working on your ticket within 1 week.
 - g. **1 month** – We’ll start working on your ticket within 1 month.
6. **Due date and Description Fields** - This is the date you need your issue resolved and a description of the issue. Please give us the exact text of the error message if possible.
7. **Support availability** - Our Help desk is available toll free from 7:00am to 5:30pm Monday through Friday excluding New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Holiday, and Christmas Holiday.
8. **Toll free number** – UniVista Support is available toll free at 866-832-6209 Toll Free for immediate assistance during business hours or for after-hours business stopping issues at 1-855-438-9778.
9. **Structure of charges for support** – This agreement will be billed during the initial 12-month period per the following price structure.
 - a. Monthly agreement cost: \$1439.00 with support for six workstations and 1 server to be reduced to \$1112.00 when the server is retired.
 - b. Hourly rate for tasks not included in the agreement: \$105.00 per hour billed in .25 hour increments.
 - c. Work performed after business hours that is for work done not covered by this agreement will be subject to a \$75.00 surcharge.
 - d. Any time for travel 30 miles or greater from the UNIVISTA office will be billed at 50% of THE CUSTOMER’S current hourly rate.
10. **Steps for resolving problem escalation** – Unfortunately sometimes technology does not cooperate, and a ticket needs to be escalated to receive quicker resolution. This can happen in a few different ways:
 - a. **Escalation through interaction with a UniVista staff member**– If you ever need to escalate a ticket simply call in to the UniVista help desk at 866-832-6209 and request that the priority on the ticket is changed to **Escalated**.

If the priority is Business Stopping, your assigned tech and account management staff will already be involved in the resolution of this ticket and our L2 tech will already be involved in its resolution.

- b. **Automatic Escalation – If any ticket is present in the UniVista system and is within 1 day of its expected closing –** The Univista help desk will automatically escalate the ticket to our L2 tech.
- c. **Internal Process for resolving Escalated tickets:**
 - i. The Ticket is escalated to the L2 tech.
 - ii. The original resource will remain on the ticket as a non-owner so that they can participate and be informed of the resolution. The L2 can delegate specific resolution tasks to the original tech after a ticket is escalated. The L2 tech may involve the Subject Matter Expert, and/or account manager as needed.
 - iii. Through the resolution process the L2 will keep the customer contact informed of the issues found and the expected time to resolution. The L2 will enter tasks, or at least a plan, into the ticket so that the AM or other staff can communicate with the customer if necessary.
 - iv. Both resolution and discovery steps should be entered into the tasks tab of the ticket.

11. Final authority regarding conflicts – UniVista staff will always go above and beyond to resolve any issue to a reasonable outcome that is to the customer’s liking. For instance, on multiple occasions UniVista has not charged customers for work that was not within the scope of work of the agreement simply because staff did not feel that it was appropriate for the customer to be, in effect, punished for an occurrence that was out of the customer’s control. We also routinely rearrange our schedules so that a customer can make a timeline which is imposed on it by a 3rd party. In cases where there is a dispute for which UniVista and THE CUSTOMER cannot agree to resolution, UniVista and THE CUSTOMER agree that any disputes will be resolved in accordance with BBB standards and rules of resolution. These rules can be found at <https://www.bbb.org/council/programs-services/dispute-handling-and-resolution/dispute-resolution-rules-and-brochures/rules-of-conditionally-binding-arbitration/>.

12. Response time and goal for resolving problems - Univista offers 1hr maximum response to all business-stopping emergency issues. In a vast majority of tickets that are at Business Stopping status a UniVista they will begin working on the issue within a few minutes. A UniVista tech will be onsite to work a business stopping ticket within 4 business hours if the issue cannot be resolved remotely.

Important to note: Univista internal helpdesk procedure states that all Univista tickets must be put in Testing after the ticket is completed to the customer’s satisfaction. Testing status is used to give the customer time to see if the ticket is complete. After 3 days in testing mode without customer response the ticket will automatically closed.

	Priority	Biz Stopping	Same Biz Day	24hrs	2 Biz Days	3 Biz Days	1 week	2 weeks	1 month
COMP	Begin working on ticket	1 hour	1 hour	1 day	1 day	1 day	2 days	4 days	4 days
	Put ticket in testing	2 days	3 days	3 days	7 days	7 days	10 days	17 days	37 days
	Resolve ticket	5 days	6 days	6 days	10 days	10 days	13 days	20 days	40 days

Proposal Summary

We are submitting this response to your proposal because we believe that we and the Village of Volente are a perfect fit.

As stated in the posing portion of this proposal, for the last 22 years we have fine-tuned UniVista's support offerings, procedures, training processes, and internal certifications to squarely meet the needs of cities like yours. That's why our average customer tenure is currently 8.42 years and other cities like Bee Cave, Jonestown, Lakeway, Sunset Valley, Westlake Hills, Mustang Ridge, and Rollingwood, the Travis County Sherriff's Office, and the Texas DPS are comfortable with recommending our services.

We are also extremely well positioned to address future city IT needs. The bottom line is that because we support so many cities it is in our best interest to keep prepared to address future issues that may affect a cities infrastructure. For instance, we started cybersecurity and CJIS training for all employees almost eight years ago, long before the current wave of Spear phishing attacks against cities. Having our entire technical staff CJIS certified and familiar with the needs of a city gives us the ability to attack these issues like these from a leading position. This means we can quickly perform an impact analysis, create a plan, and act upon the plan magnitudes faster than an organization that is not as familiar with a city's unique needs.

Even former customers recognize our strengths and our value. We were privileged to receive a recommendation letter from Todd Radford, Chief of Police for the City of Lakeway. In this letter Chief Radford stated:

"I have found their staff to be friendly, considerate, and honest. They employed proactive strategies to look out for our best interests of the city. I have found UniVista to be an effective extension of our police department." – Complete letter attached.

Thank you for reviewing our proposal. We look forward to continuing what hopefully will be a long relationship with the staff of the Village of Volente.

UniVista Monthly Health Snapshot



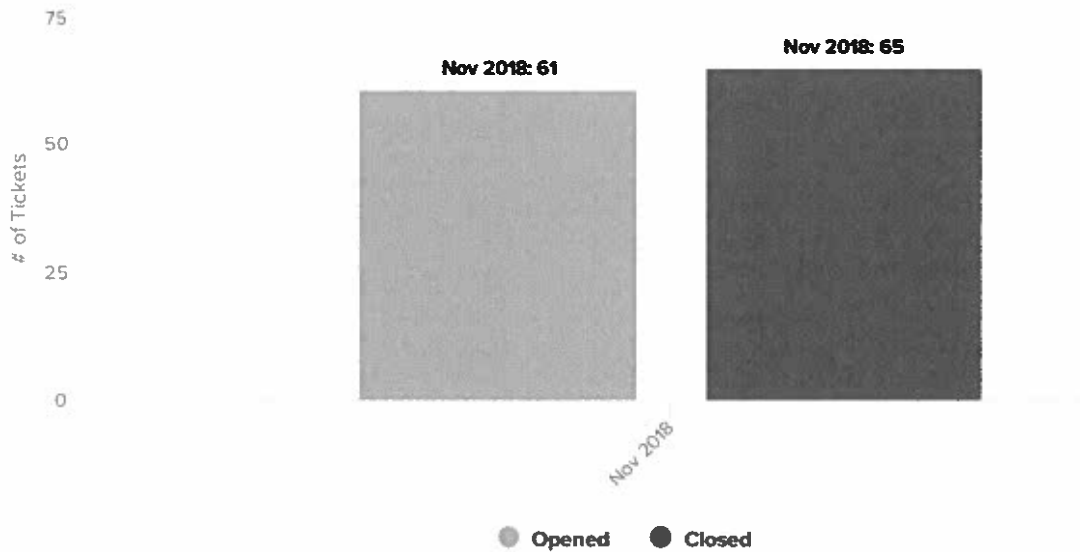
Prepared for: [Redacted]

This snapshot covers:

- Helpdesk Overview
- Service Level Agreements (SLA)
- UniVista CyberSecurity Suite
- Backup Overview
- Microsoft Update Patching Overview
- Server Hardware
- Health Check Overview

Helpdesk Overview

Opened vs Closed Tickets Previous Month



Service Level Agreements (SLA)

When created, every ticket is assigned a priority set by the client or UniVista staff. UniVista has defined a timeline for the Response and Resolution date of the various priorities. This allows critical issues to take precedence, but ensures all tickets are completed in a timely manner.

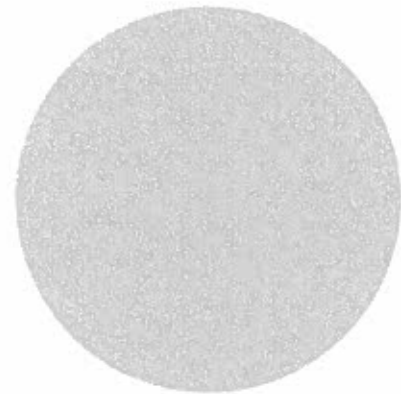
Response SLA percentage

Response - Determines when the client will be contacted/informed that UniVista staff has begun working the issue or has scheduled a time to begin working on the issue.

Met: UniVista staff updated the client within the defined timeframe.

Unmet: UniVista staff was unable to notify the client within the required timeframe.

Met: 100% (73)



Met Resolution Percentage

Resolution - Is defined as the due date for each ticket.

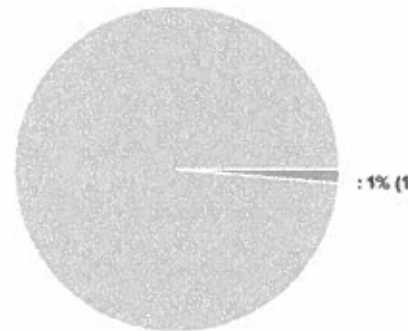
Met: Ticket was completed on or before the defined due date.

Unmet: Ticket was not completed before the defined due date.

Empty: Ticket is still open.

Met: 99% (72)

: 1% (1)



● Met

UniVista CyberSecurity Suite

This tracks a number of possible security threats that have been addressed and resolved by our helpdesk staff.

Even when this number is 0, our security suite will still have prevented and cleaned up minor infections automatically without requesting that the helpdesk follow up.

0 CyberSecurity Issues

UniVista uses a three phased approach to deliver CyberSecurity.

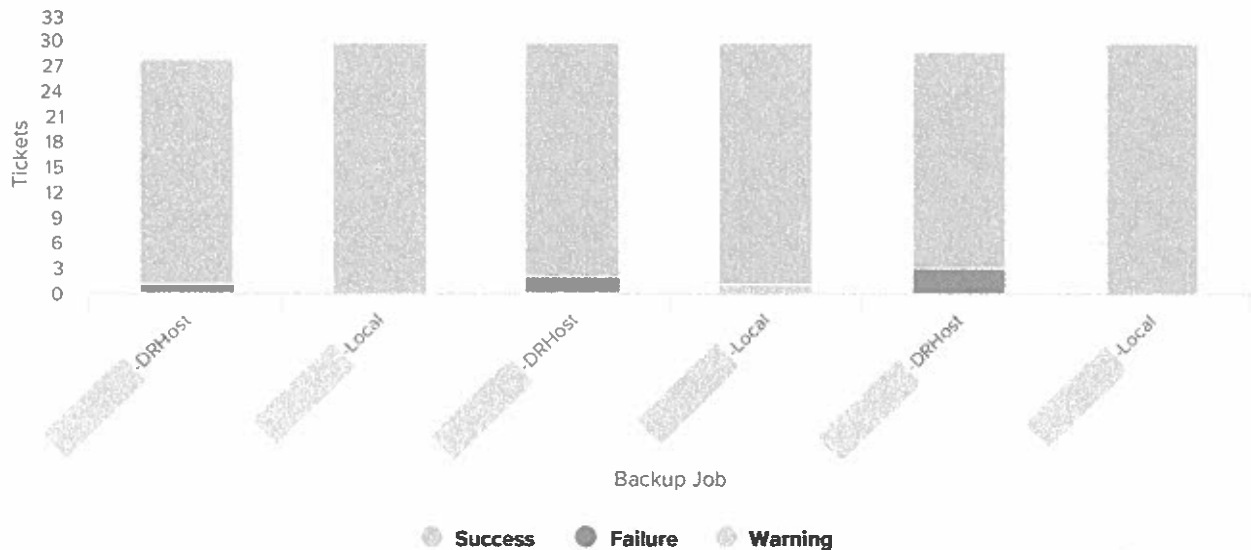
1. Acceptable Use Policy
2. CyberSecurity Training
3. Desktop Protection

Backup Overview

What is Data Backup?

Data backup is one of the most important areas of your business continuity plan. 'Backing up' means that we make a copy of your critical data or servers so that this can then be used if the original copy is corrupted or lost. If you are not subscribed to offsite backups through UniVista, please make sure that you take your last backup copy offsite every night and keep it in a secure environment.

Prior Month Backup Results



Microsoft Update Patching Overview

What are Microsoft Updates?

Updates are additions to software that can help prevent or fix problems, improve how your computer works, or enhance your computing experience. Microsoft releases dozens of patches in a single month, so it is normal for some of your machines to be missing updates.

Originally called Windows Update, it was focused on Operating System patches for Windows. More recently however, it has been expanded to include all Microsoft products and the name has changed to Microsoft Update, allowing the patching of non-OS software such as Microsoft Office.

VMHosts - Patches installed monthly

Servers - Patches installed weekly

Workstations - Patches installed daily

The following charts show the percentage server and workstation patch levels.

- **Green** indicates the percentage of sufficiently updated systems.
- Systems in the **Yellow** or **Orange** sections will typically become fully updated during the next maintenance window.
- **Red** indicates the system is behind on patching and may require manual intervention.

Workstation Patch Health Snap..



Server Patch Health Snapshot

0-2 Missing: 100% (2)



VMHost Patch Health Snapshot

0-2 Missing: 100% (1)



Server Hardware

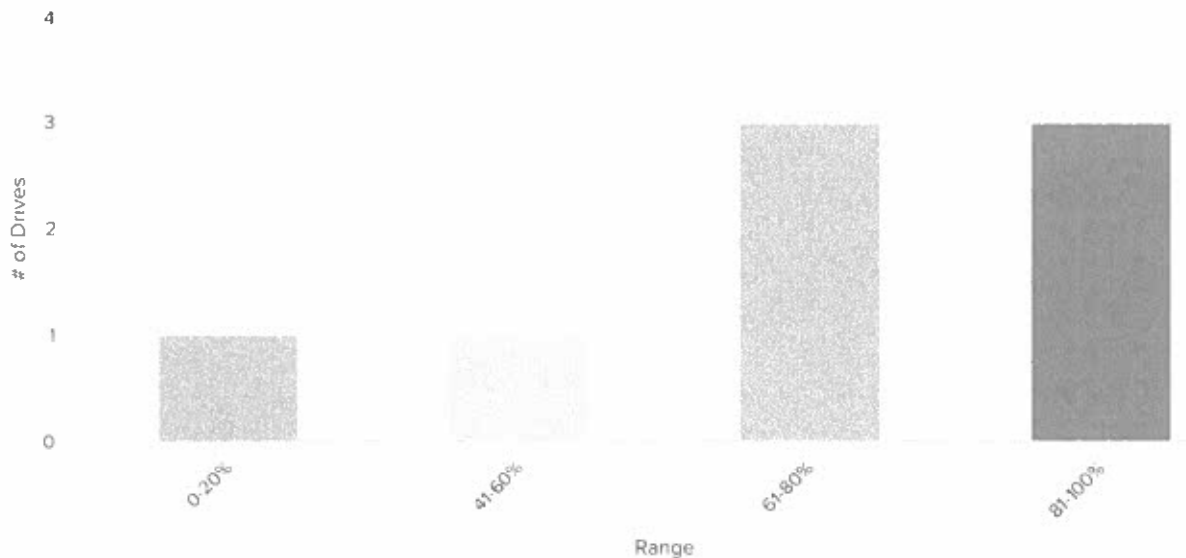
Servers have many functions and are a critical part of your network. They are usually used for shared file storage and to run centralized applications, such as a customer database.

Hardware is all of the physical components that make your particular device work, and without it, the software would not be accessible. Virtual Servers will share their host server's hardware.

Server Hardware Inventory

MACHINE NAME	MANUFACTURER	OS	RAM	CPU	WARRANTY
[REDACTED]	Dell	Microsoft Windows Server 2012 Standard x64	40	Intel(R) Xeon(R) CPU E5-2430 0 @ 2.20GHz	May 30, 2020 12:00 AM

Server Drive Space



Health Check Overview

Monitoring Windows Server and Workstation health is important to maintain productivity. Each health measurement is the result of the Server or Workstation's current status in our monitoring software. For any metric that is not green, a ticket was created to address the issue.

AV Status - Checks if Webroot Secure Anywhere AntiVirus scanner is installed, enabled, and the definition files are up to date.

Drive Status - Checks if each internal disk has enough free space, is not too fragmented, or if it is generating any errors that could indicate a pending failure.

Patch Status - Checks the number of security patches and approved updates that are missing from the system.

CPU Usage - Tracks CPU usage over the month. If CPU usage is running high this may indicate that the system is underpowered for its assigned tasks.

RAM Usage - Tracks memory usage over the month. If memory usage is running high this may indicate that the system is underpowered for its assigned tasks.

Warranty - Tracks the systems current warranty status. If the metric is yellow or red then that indicates that your warranty is about to expire or has expired.

If any of your computers are designated as a standby "Spare PC," they will be reflected in the following list. These systems are exempt from most of our daily monitoring and alerting, and get updated via a scheduled quarterly checkup task.

Computers in Standby

COMPUTER



LOCATION

Main Office

Server Health Check

COMPUTER	AV STATUS	DRIVE STATUS	PATCH STATUS	CPU USAGE	RAM USAGE	WARRANTY
[REDACTED]	✓	✓	✓	✓	⊘	✓
[REDACTED]	✓	⚠	✓	✓	✓	✓
[REDACTED]	✓	⊘	✓	✓	✓	✓

VIP Workstations are systems which run a non-Server Operating System and are critical to your business operations but do not provide services to other computers in your environment. They receive backup monitoring to ensure a hardware failure doesn't cause unrecoverable disruption.

VIP Workstation Health Check

COMPUTER	AV STATUS	DRIVE STATUS	PATCH STATUS	CPU USAGE	RAM USAGE	WARRANTY
No data available in table						

Workstation Health Check

COMPUTER	AV STATUS	DRIVE STATUS	PATCH STATUS	CPU USAGE	RAM USAGE	WARRANTY
[REDACTED]	⚠	✓	✓	✓	✓	⊘
[REDACTED]	✓	✓	✓	✓	✓	⊘
[REDACTED]	⚠	✓	✓	⚠	✓	⊘
[REDACTED]	✓	✓	✓	⚠	✓	⊘
[REDACTED]	⚠	✓	✓	✓	✓	✓
[REDACTED]	✓	✓	✓	✓	✓	⊘
[REDACTED]	✓	✓	✓	✓	✓	⊘
[REDACTED]	✓	✓	✓	✓	⊘	⊘
[REDACTED]	✓	✓	✓	✓	✓	✓
[REDACTED]	✓	✓	✓	✓	✓	✓
[REDACTED]	✓	✓	✓	✓	✓	✓
[REDACTED]	✓	✓	✓	⚠	✓	✓
[REDACTED]	✓	✓	⚠	⚠	✓	⊘



From the Office of
Todd Radford
Chief of Police

1941 Lohman's Crossing
Lakeway, Texas 78734-5269
Tel: (512) 261-2800
Fax: (512) 261-2819
www.lakeway-tx.gov

August 1, 2019

To Whom It May Concern:

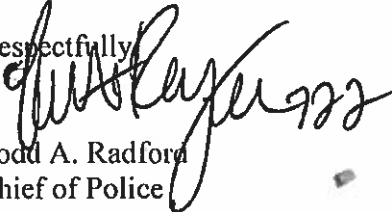
From the beginning of my tenure as Chief of police for the City of Lakeway from October 2009 to September 2016, UniVista supported the City of Lakeway for all IT needs.

Specifically they performed the following tasks:

- IT Planning & Budget guidance
- All desktop IT support
- Server & Network support
- Afterhours support
- Interface with 3rd party IT organizations
- Special IT Projects
- IT Portion of CJIS compliance

I have found their staff to be friendly, considerate, and honest. They employed proactive strategies to look out for the best interests of the city. I found UniVista to be an effective extension of our police department.

Respectfully,


Todd A. Radford
Chief of Police



"Keeping Our Community Safe"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

UniVista
Cedar Park, TX United States

Certificate Number:
2020-675711

Date Filed:
10/07/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Village of Volente

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IT Services
Computers, other computer related hardware, IT Services, Support , IT Planning

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Whelan, Larry	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Larry Whelan, and my date of birth is May 13, 1966.

My address is 287 Buck Bend, Georgetown, TX, 78628, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 7th day of October, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



VILLAGE OF
 VOLENTE

VILLAGE OF VOLENTE
 INVITATION FOR BID (IFB)

Offer Sheet

SOLICITATION NO. IT Services	DATE ISSUED: September 30, 2020
COMMODITY/SERVICE DESCRIPTION: IT Services	PRE-BID CONFERENCE TIME AND DATE: None
	LOCATION: CITY HALL, 16100 WHARF COVE VOLENTE, TX 78641
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT: Cindy Metro cmetro@volentetexas.gov	BID DUE PRIOR TO: October 7, 2020 5:00 pm
Phone: (512) 709-5556	BID OPENING TIME AND DATE: October 7, 2020 5:30 pm
	LOCATION: CITY HALL, 16100 WHARF COVE VOLENTE, TX 78641
SUBMIT ONE (1) SIGNED COPY OF RESPONSE TO: cindymetro7@gmail.com and cmetro@volentetexas.gov	

SOLICITATION TO:

Vendor Name: Integritek Holdings LLC
Vendor Address: 1101 S Capital of Texas Hwy, B100, West Lake Hills, TX 78746

Brett Paulson

Brett Paulson, CEO

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

COMPANY NAME: Integritek Holdings LLC	FEDERAL TAX ID NO. (REQUIRED TO BE CONSIDERED) 27-1539965
STREET ADDRESS: 1101 S Capital of Texas Hwy, B100	CITY, STATE, ZIP CODE West Lake Hills, TX 78746
PHONE NO. (512) 535-0908	FAX NO. (512) 367-5959

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH VILLAGE:

Company "Remit To "Name: Integritek Holdings LLC
Remit to Address: PO Box 208607
City, State, Zip Code: Dallas, TX 75320-8607
Email Address: Accounting@iwsit.com

Invitation to Bid

SCOPE OF WORK:

IT Services to include:

- 1) Cloud Based Services, Performance Monitoring, and Incident Response
- 2) Optimization of Office 365 and QuickBooks
 - a) Setup and remote support of 6-7 email users running Office 365
 - b) Proper Account Structure
 - c) Shared Files via OneDrive
 - d) Basic auditing and account security
- 3) Setup and Optimization of City Hall
 - a) Validate wireless network
 - b) Setup basic content filtering and anti-virus
 - c) Setup and remote support of 2 in-office users on 2 windows Village owned PC's running O365
 - d) On-going monitoring of in-office PC's, including installation of Windows patches
 - e) Installation and monitoring of security and virus protection for in-office windows PC's
 - f) Transition of the above to new users once a year when 3 council members are replaced with new ones
 - g) Review and reconfigure of WIFI network and router/firewall as needed and connectivity to in-office printer/scanner to the 2 in-office users.
 - h) Evaluate current local and server based storage of spreadsheets, word docs, pdf's, images and consider de-commission of old server and One-Drive cloud storage vs retention or replacement of server and using One-drive cloud storage.
 - i) Migration of old server based and local based storage of spreadsheets, word docs, pdf's, and images, to solution identified in (h).
- 4) Limited onsite-response for break fix support as needed
- 5) Needs Assessment

DOCUMENTS PROVIDED:

- Invitation for bid
- Bid proposal
- Vendor data sheet
- **Chapter 46. Disclosure of Interested Parties** (compliance with section 2252.908 of the Government Code)

DOCUMENTS TO BE RETURNED WITH BID:

- Signed invitation for Bid
- Signed Bid Proposal

Invitation to Bid

- Completed Vendor Data Sheet
- Evidence of compliance with **Chapter 46. Disclosure of Interested Parties**

VILLAGE OF VOLENTE
16100 Wharf Cove
VOLENTE, TX 78641

PROJECT NO. IT Services

INSERT PROPOSAL

**VILLAGE OF VOLENTE 16100 WHARF COVE
 VOLENTE, TEXAS 78641**

VENDOR DATA SHEET (ALL SUPPLIERS)

BUSINESS NAME: Integritek Holdings LLC			
ADDRESS: 1101 S Capital of Texas Hwy, B100			
CITY West Lake Hills	STATE TX	ZIP 787 46	PHONE/FAX 512-535-0908 512-367-5959 Fax

TYPE OF OWNERSHIP <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> Limited Liability Company (LLC)

IF MINORITY WHAT STATUS: <input type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC <input type="checkbox"/> AMERICAN INDIAN <input type="checkbox"/> ALASKAN NATIVE <input type="checkbox"/> WOMAN <input type="checkbox"/> ASIAN AMERICAN <input type="checkbox"/> MBE CERTIFIED
--

Federal Employer ID # 27-1539965	FORM 1099 REQUIRED <input checked="" type="checkbox"/> YES	FORM 1295 REQUIRED <input checked="" type="checkbox"/> YES
--	--	--

PRINCIPALS IN THE COMPANY

NAME	TITLE	PHONE	ADDRESS
Brett Paulson	CEO	408-705-6106	Same as Business
Gary Beckham	Director of Finance	512-705-3170	Same as Business

ACCOUNT CONTACTS

NAME	TITLE
Christopher Foster	Regional Director, Central
PROJECT CONTACT	ORDER DELIVERY Joe Maranville
INVOICING CONTACT: Shonatrese Coleman	ACCOUNT REPRESENTATIVE Jake Shifrin

BUSINESS CONTACT REFERENCES

NAME	TITLE	ADDRESS	PHONE
Joe Hughes	Partner	2970 Clairmont Road, NE Suite 300 Atlanta, GA. 30329	404.233.3533
Faye J. Wall	CFO	5909 Peachtree Dunwoody Rd. Suite 400 Atlanta, GA 30328	770.522.5775

REMIT TO

NAME Integritek Holdings LLC			
ADDRESS PO Box 208607			
CITY Dallas	STATE TX	ZIP 75320- 8607	PHONE 5125350908

Brett Paulson

CEO

10/07/2020

AUTHORIZED SIGNATURE

TITLE

DATE



Prepared for:
Village of Volente

Prepared by:
Jake Shifrin

We have prepared a quote for you

Integritek ONE Plan: Village of Volente

Quote # 006191
Version 1

Tuesday, August 25, 2020

Village of Volente
Cindy Metro

cindymetro7@gmail.com

Dear Cindy,

We are excited to begin our partnership with you. It is clear your needs are right in our wheelhouse, and we're confident this will be a great fit.

As you'll see, the ONE Plan includes services such as:

- Unlimited user support for 9 users (\$90/user)
- Office 365 Business premium licenses for each user
- Backup and disaster recovery (up to 4TB)
- Employee cyber security awareness tools for your staff
- VPN Implementation and Management
- Tier I special projects (typically 8 hours or fewer) at no additional charge

Our standard on-boarding rate is a one-time implementation fee equal to one month's invoice (\$1,300 in this case). This is to cover any upfront setup work we need to do outside of managed services, such as setting up your staff's computers with security software or our software agents so we can remote in and resolve issues quickly without your staff having to wait for a technician to come onsite.


Please let us know if you have any questions whatsoever.

Best,



Jake Shifrin
Business Development Manager
Austin TX

Monthly Rate

Description	Recurring	Qty	Ext. Recurring
 ONE Plan User ONE Plan User Per User for Integritek ONE Plan Managed Service	\$90.00	9	\$810.00
Monthly Subtotal:			\$810.00

One-Time Fee

Description	Price	Qty	Ext. Price
Deposit One-Time Implementation Fee	\$1,300.00	1	\$1,300.00
Subtotal:			\$1,300.00

Integritek ONE Plan: Statement of Work

This Statement of Work ("SOW") is governed under the Master Service Agreement (the "Agreement") between Integritek Holdings, LLC, ("us", "our", "we" or "Integritek"), and you, the entity who electronically signs this document ("you", "your" or "Client").

Scope of Services

The services described below (collectively, "Services") will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Transition Services

Transition services are intended to prepare and transition the System for our ongoing services (described below). These include:

- Initial audit to determine System readiness and functional capability
- Document existing discovered issues and remediate with approval (if any) discovered in assessment phase
- Install remote monitoring & management (RMM) software agent for all managed devices.
- Install security software and other software for all managed devices.

If deficiencies are discovered during the transition services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide options to correct the deficiencies.

Ongoing / Recurring Services

The following services will begin immediately after the transition services are completed and will continue during the term of this SOW.

Managed Services

- *Help Desk Support for end users from 8am-5pm in the Client's local time zone; Emergency Support available outside of business hours.*
- *24x7 monitoring of servers and critical network devices and remediation of service interruption.*
- *Agent based management and maintenance of company-provided desktops and laptops assigned to users covered by this agreement.*
- *Additional user support for non-managed business devices such as tablets and mobile devices.*
- *Active Directory Design, Implementation and Management (if required).*
- *Microsoft Exchange Email Management and Support, including Outlook clients, Outlook Web Access and Windows mobile devices.*
- *Managed on-site backup and disaster recovery appliance with offsite replication.*
- *Microsoft Patch Management for all servers and workstations.*
- *Network Performance Analysis and Optimization as needed.*
- *Consulting and Recommendations on Hardware and Software Procurements.*
- *Hosted Application Service support.*
- *Cyber Security Awareness Tools and endpoint security applications.*

Note: The specific mix of tools and services may change over time at Integritek's discretion in order to provide the most relevant, updated service for clients.

Office 365

The Integritek ONE Plan includes Office 365 for each user in the monthly fee.

Office applications included:



Email hosting with 50 GB mailbox and custom email domain address

File storage and sharing with 1 TB of OneDrive storage

One license covers up-to-date Office apps on 5 phones, 5 tablets, and 5 computers per user

Additional Services

- Security software is provided to all Integritek clients. The antivirus solution is centrally managed and monitored by Integritek personnel to ensure maximum protection against malware, viruses, etc.
- For all Integritek customers with servers, Integritek will provide a full Hosted Server Backup and Disaster Recovery Solution at no

additional charge in a data center with 24/7 monitoring and security.

- Integritek will be the primary technical contact for all third-party software and hardware support issues (QuickBooks, practice management, EMR/EHR, etc.). Integritek will work with the customer and vendor to coordinate and resolve issues as they occur.

Project Work

We pride ourselves on including a wide array of projects in the monthly services fee as needed. This Statement of Work includes all Tier 1 Projects. Tier II projects typically require specialized resources or more than 8 hours. Unless otherwise agreed on a case by case basis, Tier II projects typically require a separate statement of work. All Tier II projects will be scoped and presented to the Client for review.

Data Backup

Integritek will proactively provide the following backup and disaster recovery (BDR) services:

Managed backup of servers

- 24/7 monitoring of backup system, including offsite backup and an onsite backup appliance ("Backup Appliance")
- Troubleshooting and remediation of failed backup disks
- Preventive maintenance and management of imaging software
- Firmware and software updates of backup appliance
- Problem analysis by the network operations team
- Monitoring of backup successes and failures

Storage Limitation: Client will be allocated up to 4 TB of storage space for backup and recovery purposes. Any space required beyond the initially provided appliance may increase service fees.

Backup Frequency: On-site backups will occur daily as scheduled. Offsite backups will occur at least daily, bandwidth permitting.

Backup Data Security: All backed up data is encrypted in transit and at rest in 256-bit AES encryption. Offsite data is stored in SSAE18 certified data centers. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.

Backup Retention: Integritek will retrieve the most recent accessible recovery point sent to the backup appliance in a local recovery situation and archived data sent to the off-site data center in the prior calendar day. Unless otherwise agreed upon, we will maintain backups for a minimum of 60 days. Integritek will also make every effort to accommodate specific retention requirements if agreed upon in writing.

All Backup Appliances are embedded with proprietary software ("BDR Software"). Integritek hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the BDR Software in conjunction with the BDR-related services provided by Integritek. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Integritek.

Disaster Recovery Services

Client must contact Integritek in the event that disaster recovery services are needed. Integritek will retrieve and restore the most recent accessible recovery point sent to the Backup Appliance in a local recovery situation. In the meantime, if the Client requests access to the Client's Data in a hosted, virtual environment, this can be done as a separately scoped project (not part of this SOW). Client's access to the backed up data will continue for a period of two (2) weeks; extended access time will require an additional storage and maintenance fee.

In a cloud-based recovery situation, Integritek will also make best efforts to retrieve archived data sent to the off-site data center based on the

selected retention period.

Office 365

Description	Recurring	Qty	Ext. Recurring
Office 365 Business Premium Plus Office 365 Business Premium Plus - 50GB Mailbox Storage - Shared Storage - Included - Additional Storage Available - Office Web Apps - OneDrive for Business - Yammer (Corporate Social Network)	\$12.50	9	\$112.50
Microsoft Office 365 Advanced Threat Protection Plan 1 Microsoft Office 365 Advanced Threat Protection Plan 1	\$3.00	9	\$27.00
Monthly Subtotal:			\$139.50

BDR Solution

Description	Recurring	Qty	Ext. Recurring
ONE Plan BDR 4TB Integritek ONE Plan Backup and Disaster Recovery Services with up to 4 Terabytes of available storage.	\$350.00	1	\$350.00
Monthly Subtotal:			\$350.00

Assumptions, Minimum Requirements, & Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- All hardware and software must meet Integritek standard specifications outlined in the Integritek Business Optimization and Standardization document. Client environments that include non-compliant hardware and software will be notified in writing by Integritek personnel and must remediate non-compliance within 120 days. Clients that fail to allow Integritek to remediate non-compliance will face increased fees or discontinuation of service. For questions regarding the current Integritek Business Optimization and Standardization document please see your Account Manager.
- All servers must be connected to working UPS devices.
- Any costs required to bring Client's environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges on all Covered Hardware.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to the firewall or NAS appliances (other than electronic data) unless expressly approved in writing by us.
- Client has adequate Internet connectivity to their facility.

Exclusions. Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise

agreed, in writing, by Integritek. Examples of expressly excluded services that would require written agreement by Integritek include:

- Customization of third-party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the System up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.
- Web design
- End-user hardware and software training
- Audio-visual (AV) services
- Services rendered to end-users who are not covered under this agreement

Service Levels

SLA Response

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services (if applicable) will be provided only during business hours for non-emergency issues unless otherwise specifically stated in this SOW. We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by Integritek in our reasonable discretion. All remediation services will initially be attempted remotely; Integritek will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Integritek will respond to emergency issues within two (2) hours after notification and respond to non-emergency issues within twenty-four (24) hours after notification. Emergency issues will be defined as a significant degradation of service affecting a large number of users or business critical functions. Small service degradation issues affecting one user is not defined as an emergency issue.

All time frames are calculated as of the time that Integritek is notified of the applicable issue / problem by Client through Integritek's Help Desk at helpdesk@iwsit.com or via telephone. Emergency issues MUST be delivered to Integritek via telephone. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

After-hours emergency help desk support is included in the monthly rate. Issues will be handled according to priority. Non-emergency help desk support requests received after hours may be responded to the following business day

Integritek ONE Plan: Village of Volente



Prepared by:
Austin TX
Jake Shifrin
512-535-0908
jake.shifrin@iwsit.com

Prepared for:
Village of Volente
,
Cindy Metro
(512) 709-5556
cindymetro7@gmail.com

Quote Information:
Quote #: 006191
Version: 1
Delivery Date: 08/25/2020
Expiration Date: 09/30/2020

Quote Summary

Description	Amount
One-Time Fee	\$1,300.00
Total:	\$1,300.00

Monthly Expenses Summary

Description	Amount
Monthly Rate	\$810.00
Office 365	\$139.50
BDR Solution	\$350.00
Monthly Subtotal:	\$1,299.50
Estimated Tax:	\$107.21
Monthly Total:	\$1,406.71

Summary of Selected Payment Options

Description	Amount
Term Options: Three (3) Year	
Total of Recurring Payments	\$1,406.71
Total of Payments	\$1,300.00

The Services will continue for a term of three (3) years from the Commencement Date. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew this SOW no less than thirty (30) days before the end of the then-current term.

If Client chooses to extend this SOW on a month-to-month basis, Client must provide written notice 30 days prior to the end of term and agrees to pay a 20% premium on the monthly fee.

By signing here, you agree to all attached documents.

Austin TX

Village of Volente

Signature: *Jake Shifrin*Name: Jake ShifrinTitle: Business Development ManagerDate: 08/25/2020

Signature: _____

Name: Cindy Metro

Date: _____

 Appendix

Return of Firewall & Backup Appliances: Within ten (10) days after the effective date of termination or expiration of this SOW, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Integritek that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment. If equipment is returned in good working order after the ten (10) day grace period, we reserve the right to charge you \$75/day for rental expenses.

Remediation: Unless otherwise provided in this SOW, remediation services will be provided with professional best efforts in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of any particular device, or a service plan for the repair of any particular managed hardware or software.

On-Site Support: A technician's time for travel to the Client office will not be charged if the location is within 30 miles of an Integritek office. Outside of 30 miles, Integritek will bill one-way travel time at the hourly rate at the time (currently \$150/hour). If the Client requires on-site work in a market in which Integritek has no office, Integritek may need to dispatch a third party technician and bill that time back to the client at either the hourly rate at the time (currently \$150/hour) with a 90-minute minimum or at the third party's rate, whichever is greater.

Monitoring Services ; Alert Services: Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Integritek, and Client shall not modify these levels without our prior written consent.

Modification of System: The Services rely upon physical and virtual configurations of the System as known to, and (if applicable) determined by, Integritek. Changes made to the System without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services. Client agrees to refrain from moving, modifying, or otherwise altering any portion of the System without our prior knowledge and consent. For the purposes of illustration, Client shall not add or remove hardware from the System, install applications on the System, or modify the configuration or log files of the System without Integritek's prior knowledge and, on each occasion, written consent.

Anti-Virus; Anti-Malware: Our anti-virus / anti-malware solution will generally protect the Client's system from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred.

You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain Viruses or malware, such as ransomware or rootkits, that were previously unknown to the manufacturers of the software solution, and/or which are purposely or intentionally downloaded or installed onto your System. You are strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. Integritek does not warrant or guarantee that all Viruses and malware will be capable of being avoided or removed, or that all forms of Viruses and malware will be timely detected or removed, or that any data corrupted or encrypted by Viruses or malware will be recoverable.

In order to improve security awareness, you agree that Integritek or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

O365 / Email: Client is solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Office365 email service ("O365 Email").

Client shall not upload, post, transmit or distribute (or permit any of its authorized users of the O365 Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is

intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Integritek or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs.

In addition, Client shall not use the O365 Email for the purpose of sending unsolicited commercial electronic messages ("SPAM") in violation of any federal or state law. Integritek reserves the right, but not the obligation, to suspend Client's access to the O365 Email and/or all transactions occurring under Client's O365 Email account if Integritek believes, in its discretion, that Client's email account is being used in an improper or illegal manner.

SPAM / Junk Mail Filtering: Integritek's service provides email scanning for incoming unsolicited commercial email. Using proprietary algorithms and other technologies, the service scans incoming email for designated keywords, attachments and known blacklisted sites, and filters the email accordingly. From time to time the service may filter email that is not SPAM or junk mail, or may block email from legitimate sources. Client is advised to periodically search the filtered email folder to ensure that relevant emails are not being filtered improperly, and will notify Integritek in the event that the SPAM filter settings require adjustment.

Patch Management: Integritek shall keep all managed equipment and software current with critical patches and updates ("Patches") as such Patches are released generally by the manufacturers of the applicable hardware or software. Patches and updates are developed by third party vendors and, on rare occasions, may make the System, or portions of the System, unstable, or cause the managed equipment or software to fail to operate properly even when the Patches are installed correctly. Integritek shall not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. Integritek reserves the right, but not the obligation, to refrain from installing a Patch if Integritek is aware of technical problems caused by a Patch, or believes that a Patch may render the System, or any portion of the System, unstable.

Backup (BDR) Services: Integritek's backup and disaster recovery ("BDR") solution uses industry-recognized products and software to help ensure the security and integrity of Client's data. However, Client understands and agrees that all data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Integritek nor its designated affiliates will be responsible for the outcome or results of such activities. Data backup and recovery time will depend on the speed and reliability of Client's Internet connection.

BDR services require a reliable, always-connected Internet solution. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which Integritek shall be held harmless.

Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. As such, Client understands and agrees that any data sent to or stored by Integritek may become corrupted or lost due to communication or hardware-related failures. Integritek cannot and does not warrant that such data corruption or loss will be avoided, and Client agrees that Integritek shall be held harmless if such data corruption or loss occurs.

Procurement: Equipment and software procured by Integritek on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Integritek does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested.

Integritek is not a warranty service or repair center. Integritek will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Integritek shall be held harmless.

Integritek will not be financially responsible or obligated to support incorrect or damaged products that were purchased directly by the Client. If the Client purchases the wrong product, or purchases an item from an unauthorized reseller, Integritek reserves the right to exclude these products from the agreement.

IT Strategic Planning: Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs. By suggesting a particular service or solution, Integritek is not endorsing any particular manufacturer or service provider. Integritek is not a warranty service or repair center, and does not warrant or guaranty the performance of any third party service or solution.

Diagnostic / Auditing Services: Any diagnostic or auditing services performed by Integritek may require Integritek to install a small amount of code ("Diagnostic Code") on one or more of the devices attached to the System. The Diagnostic Code is deleted in its entirety after the testing process concludes. Although our diagnostic tools may have access to—and report on the existence of—personal information and/or personal data on the diagnosed System, Integritek does not review or copied such information at any time during the testing process. No files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the System. The results of the diagnostic testing will be kept confidential by Integritek.

You grant Integritek permission to access the System for the purpose of conducting the diagnostic testing, and agree to hold Integritek harmless from and against any and all incidents or damages that may occur during or as a result of the testing process, regardless of the cause of such damages including but not limited to data loss due to events beyond Integritek's reasonable control, network or communication outages, and deficiencies or errors in any of hardware or equipment that may interrupt or terminate the diagnostic testing process.

The testing process is for diagnostic purposes only. The process is not intended, and will not be used, to correct any problem or error in the System. Integritek does not warrant or represent that the testing process will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

Use of Open Source Code: Hardware and Software provided by Integritek may include open source code; however, unless otherwise expressly noted in this SOW, the inclusion of the open source code will not impose any additional fees, costs, or usage restrictions on Client. Client is instructed, however, to refrain from separating or isolating the open source code from the software, since the use of certain open source code, in isolation or in conjunction with third party materials or code, may trigger additional licensing or usage restrictions for which Integritek shall not be responsible.

Penetration Testing: Vulnerability Assessment: Client understands and agrees that from time to time Integritek may perform penetration and vulnerability testing for security devices. Alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite Integritek's efforts to avoid such occurrences. Client shall be responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services and shall take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Client's System, causing substantial downtime and/or delay to Client's business activities. Integritek shall not be responsible for, and shall be held harmless and indemnified by Client against, any claims, costs, fees or expenses incurred by Client that arise or result from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of Client's System by any alarm or security monitoring device.

Haas: Client shall use all Integritek-hosted equipment and hardware (collectively, "Infrastructure") for Client's internal business purposes only. Client shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without Integritek's prior written consent. Client agrees to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with Integritek's other hosted equipment or hardware, or in a manner that disrupts, or which is likely to disrupt the services that Integritek provides to its other clientele. Notwithstanding any provision to the contrary, Integritek reserves the right to throttle or suspend Client's access and/or use of the Infrastructure if Integritek believes, in its sole but reasonable judgment, that Client's use of the Infrastructure is violating, or is likely to violate, the foregoing terms or any other provision on the Agreement.

Data Replication: If Client purchases any services that involve data replication at a geographically diverse site, then the following applies to Client's use of that service: The rate by which the data at the primary site can be transferred to the secondary site will vary depending on the amount and type of data, constraints inherent in Client Hosted System, and fluctuations in bandwidth availability. Therefore, at any given time, the secondary site may not be completely up to date. In the event of a failover to the secondary site, the data that has not yet

completed the transfer from the primary site will be lost. Integritek may provide Client with some guidelines on latency times based on its understanding of Client's data and system constraints, but these guidelines are not guarantees.

Domain Name Services: If Client registers, renews or transfers a domain name through Integritek, Integritek will submit the request to its domain name services provider (the "Registrar") on Client's behalf. Integritek's sole responsibility is to submit the request to the Registrar. Integritek is not responsible for any errors, omissions or failures of the Registrar. Client's use of domain name services is subject to the applicable legal terms of the Registrar. Client is responsible for closing any account with any prior reseller of or registrar for the requested domain name, and Client is responsible for responding to any inquiries sent to Client by the Registrar.

Unsupported Configuration Elements Or Services: If Client requests a configuration element (hardware or software) or hosting service in a manner that is not customary at Integritek, or that is in "end of life" or "end of support" status, Integritek may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). Integritek makes no representation or warranty whatsoever regarding any Unsupported Service, and Client agrees that Integritek will not be liable to Client for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Hosting Services: Client agrees that it is responsible for the actions and behaviors of its users of the Services. In addition, Client agrees that neither it, nor any of its employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction. Client warrants and represents that all hosted applications will be properly licensed, and that all such licenses shall be maintained by Client throughout the entire term of this SOW.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Integritek or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user

identifications and passwords. Integritek shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify Integritek immediately to request the login information be reset or unauthorized access otherwise be prevented. Integritek will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is between **Integritek Holdings, LLC**, ("us", "our", "we" or "**Integritek**"), and you, the entity who electronically signs this document ("**you**", "**your**" or "**Client**"). This Agreement will be effective ("**Effective Date**") once you digitally sign the Statement of Work (SOW).

1) SCOPE OF SERVICES; SOW. This is a master agreement that governs all services that we perform or provide to you (collectively, the "Services"). The Services will be described in one or more proposals or statements of work that we provide to you (each, a "SOW"). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

2) GENERAL REQUIREMENTS.

a) *System.* For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.

b) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.

c) *Maintenance; Updates.* If patches and other software-related maintenance updates ("Updates") are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.

d) *Third Party Support.* If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.

e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include increasing the System's server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow our advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.

f) *Prioritization.* Unless otherwise stated in a SOW, all Services will be performed on a schedule, and in a prioritized manner, as determined by Integritek.

g) *Authorized Contact(s).* We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify us of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

h) *Insurance.* If you are supplied with Integritek Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Integritek must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification

to Integritek. Upon Integritek's request, you agree to provide proof of insurance to Integritek, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

3) FEES; PAYMENT. You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule.

a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.

b) *Nonpayment.* Fees that remain unpaid for more than fifteen (15) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment.

c) *Auto-renewals:* We reserve the right to increase our monthly rate for any services; provided, however, we will not do so more than once per calendar year. If an increase is more than five percent (5%) of the previous month's fee for identical service, you will be provided with prior written notification and with a thirty (30) day opportunity to terminate the agreement by providing us with written notice of termination. Your continued acceptance or use of the services after this thirty (30) day period will indicate your acceptance of the increased fees.

4) ACCESS. You hereby grant to Integritek the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Integritek to provide Services to the System and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Integritek shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

5) LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.

a) *Hardware / Software Purchased Through Integritek.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through Integritek ("Third Party Products") are nonrefundable once the applicable purchase order is placed in Integritek's queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between Integritek and you (including but not limited to implied warranties).

b) *Liability Limitations.* **This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement.** You acknowledge and agree that Integritek would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Integritek), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations and your indemnification obligations described in this Agreement, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you to Integritek for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. In the event the Client intends to hold Integritek liable for damages, Client must notify us within forty-eight (48) hours of the event in which Client will hold us responsible. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

6) INDEMNIFICATION. Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

7) TERM; TERMINATION. This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.

a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if Integritek decides to cease providing a service to all of its customers generally, then Integritek may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause, then you must provide written notice thirty (30) days prior to the requested termination date. You will be responsible for, and agree to pay, a termination fee equal to ninety (90) days at the then-current rate for services, due immediately upon the termination date. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for nonpayment by Client) following receipt of written notice of breach from the non-Defaulting Party. If Integritek terminates this Agreement or any SOW For Cause, then we will be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Integritek had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause, then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.

c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System to malfunction consequently requiring remediation by Integritek on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then Integritek will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.

e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Integritek-owned equipment or software (collectively, "Integritek Equipment") is located to enable us to remove all Integritek Equipment from the premises. If you fail or refuse to grant Integritek access as described herein, or if any of the Integritek Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Integritek-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Integritek accepts no responsibility for any computer or other devices not picked up within 30 days after the Service has been completed. Integritek may dispose of Client's unclaimed computer or other devices and Client hereby waives any claims regarding such disposal. Integritek is not responsible for any data that is lost and/or stolen resulting from disposal of Client's abandoned computer.

f) *Repayment of Discounted Fees.* If we give you a discount under a SOW based on your commitment to retain our Services for a minimum term and, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the nondiscounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.

g) *Transition; Deletion of Data.* In the event that you request Integritek's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Integritek providing its assistance to you, and (ii) you agree to

pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

8) RESPONSE; REPORTING.

a) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

i) *Scheduled Downtime.* For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM CST (or CDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to its network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) *Client-Side Downtime.* We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) *Vendor-Side Downtime.* We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

iv) *Remedies; Limitations.* Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the "Onboarding Exception").

9) CONFIDENTIALITY.

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Integritek, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

10) ADDITIONAL TERMS; THIRD PARTY SERVICES.

a) *EULAs*. Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

b) *Third Party Services*. Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to Integritek or to you.

c) *Data Loss*. Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error free manner.

d) *BYOD*. You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the System, regardless of whether such device(s) are owned, leased or otherwise controlled by you. Integritek will not be obligated to provide the Services to any mobile device or temporarily-connected device unless that obligation is specifically stated in an applicable SOW. Further, unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the System.

11) OWNERSHIP. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

12) ARBITRATION. Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in the venue described in Section 13, below. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

13) MISCELLANEOUS.

a) *Disclosure*. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.

b) *Assignment*. Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.

c) *Amendment*. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Integritek, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.

- d) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- e) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- f) *Other Terms.* We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- g) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- h) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.
- i) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- j) *Non-Solicitation.* You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Integritek's employees or subcontractors to discontinue or reduce the scope of their business relationship with Integritek, or recruit, solicit or otherwise influence any employee or agent of Integritek to discontinue such employment or agency relationship with Integritek. In the event that you violate the terms of the restrictive covenants in this Section 13(j), you acknowledge and agree that the damages to Integritek would be difficult or impracticable to determine, and you agree that in such event, as Integritek's sole and exclusive remedy therefore, you will pay Integritek as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with you (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of our employees by you will be deemed to be a material breach of this Agreement, in which event we shall have the right, but not the obligation, to terminate this Agreement or any then current SOW immediately For Cause.
- k) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- l) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Texas. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Travis County, Texas, for any and all claims and causes of action arising from or related to this Agreement.
- m) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- n) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- o) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Travis County, Texas, such period will be extended to and through the next succeeding business day in Travis County, Texas.
- p) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to Integritek regarding (a) any alleged breach of this Agreement by us, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to us either by U.S. mail or fax, unless such requirement is expressly and specifically waived

by Integritek. All electronic documents and communications between the parties will satisfy any “writing” requirement under this Agreement.

q) *Independent Contractor.* Integritek is an independent contractor, and is not your employer, employee, partner, or affiliate.

r) *Data Access/Storage.* Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

s) *Counterparts.* The parties intend to sign and deliver this Agreement and any SOW in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any SOW) electronically (*e.g.*, by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party’s signature for all purposes.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-676023

Date Filed:
10/07/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Integritek Holdings LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

VILLAGE OF VOLENTE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

0
IT Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Evergreen Services Group Topco, LLC	San Francisco, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Brett Paulson, and my date of birth is 07/12/1978.

My address is 1101 S Capital of Texas Hwy Building B #100, Austin, TX, 78746, Travis.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 7 day of October, 2020.
(month) (year)

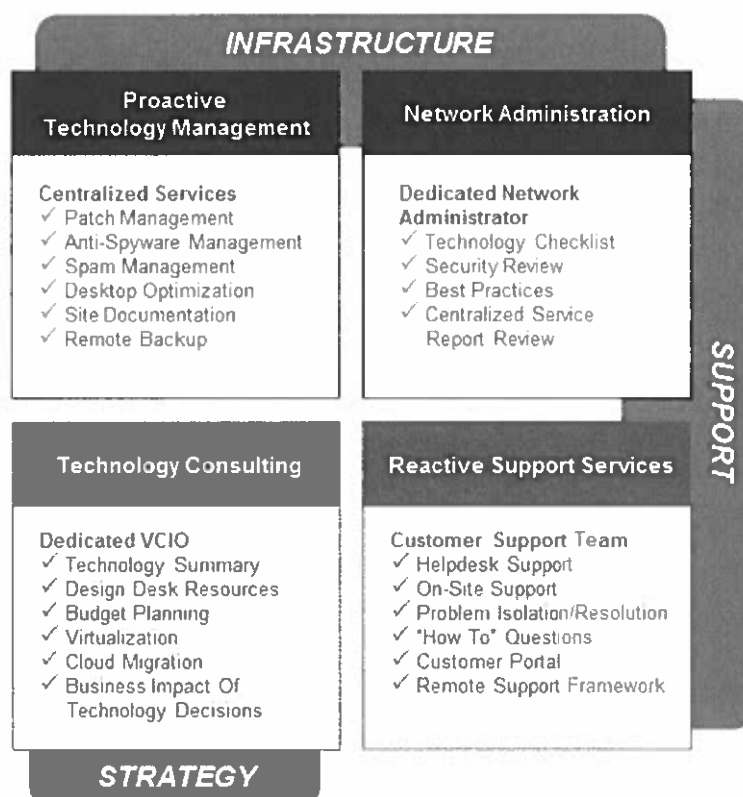
Brett Paulson

Signature of authorized agent of contracting business entity
(Declarant)

FRIENDLY, PROACTIVE, WORRY-FREE IT SUPPORT

OVERVIEW OF CAPSTONE'S METHODOLOGY AND APPROACH

To ensure top-notch support for all our Clients, we've structured our company around four pillars of IT support: **Proactive Technology Management, Network Administration, Technology Consulting and Reactive Support Services**. Our people and tools work around the clock to assure high performance and compliance in each of these areas.



- **Proactive Technology Management** – delivering proven, automated preventive maintenance and monitoring practices to find and fix problems before they start.
- **Dedicated Network Administration** – regular security and best practices review to resolve issues and stay ahead of inefficiencies and the ever-growing list of threats and vulnerabilities.
- **Technology Consulting** - delivering a vCIO role to your organization, helping to make the most of your technology investment and making recommendations to help with budgeting for future growth and staying current.
- **Help-Desk and Reactive Support Services** – Our Desktop Support experts are readily available by phone, providing friendly, knowledgeable help with the ability to connect to your desktop in less than a minute and get your problems solved fast so your people can get back to work.





HENSIVE APPROACH TO SUPPORT



We believe in a "One Price. Everything's included" model; backups, off-site storage, help desk, server engineers, new desktop setup – everything. We 'become' your IT department at a fraction of the cost of even a single full-time IT resource. Of course, if you buy new hardware, network equipment, or third-party commercial software licenses, those are billed separately, but we want you to have a truly flat-rate experience that exceeds your expectations.

Our support is unique because:

- **No Nickels and Dimes – No Kidding!** Everything related to the stability, security, and integrity of your existing network is included in one flat rate! We want to *enhance your team's productivity*, so we include everything for one price. This means any of your staff can get the help or advice he or she needs without concern for "what it will cost". No surprises.
- **People Focused, with Unlimited Remote Support:** We focus on the people, not just the technology – whether it's a mail merge or sharing time-saving tips to help your knowledge workers resolve any issues they face. We don't think there are any stupid questions. We are here to serve you and your team in achieving your business goals



- **Goals driven:** We strive to understand the business purpose for each transaction and to align our service delivery and technology recommendations toward an outcome consistent with your business goals.
- **Affordable:** We view our job as protecting and enhancing the productivity of each of your employees. For about 87¢ per employee hour, you can get more from each of your Knowledge workers, removing hurdles and creating an environment where the technology becomes “invisible”.
- **Vendor management is included:** Let us deal with all your technology vendors and vendor management. With our experience, we can typically get the resolution you deserve from ALL your vendors quickly and without you having to waste hours on the phone!
- **Application support is included:** Your users need to get their work done! We assist them in accomplishing your business goals with Accounting Packages, ERP systems, Microsoft Office, VoIP PBXs, and other Line of Business applications. Our goal is to become effective “Tier 1” support for all the applications you may have in-house.
- **On-site time included:** Each month, we allocate an ample amount of included on-site time to assure that every need will be addressed quickly, without the need for additional approvals or delays and without any concern for additional charges.
- **Comprehensive Support and Assistance:** Copiers, Printers, Bandwidth, Hardware, Telephony, Licensing, Web Hosting, Domain Names, DNS, SSL Certificates, Line of Business Applications, Infrastructure Planning, and Budgets – it’s all included.
- **24/7/365 Monitoring and Response:** Our monitors evaluate the performance of your computers and network around the clock. When problems arise, our team responds and corrects the issue, alerting you as required.
- **The human touch:** We believe that sincerely looking out for your best interests - *treating you the way we would like to be treated* - is the paramount element in delivering exceptional Client service.
- **Effective After-Hours Communication:** Clients with urgent after-hours needs can open an emergency ticket by calling our offices and requesting to speak with a real live person. Additional charges for emergency service will be incurred if after-hours response is not included in your support plan.
- **Client Documentation and Site Preferences:** We keep all your preferences in a secure online data repository, allowing each technician to access special directives and amend them as appropriate via the Internet from anywhere.
- **Backup and Disaster Recovery Protection:** *Every server* is backed up continually and workstations synchronize important data to the servers, allowing for complete recovery of all systems and data compromised due to hardware failures or data attacks.

We look forward to earning your business!

Sincerely,

Chuck Adams

Capstone Works Inc.



FULL SERVICE, FLAT-RATE MANAGED IT SERVICES PROPOSAL¹

- Full-Flat-Rate Remote Management and Issue Resolution
- Proactive Monitoring and Response, solving many issues “before they happen”
- Local team with a broad complement of skills, at your service, by phone and on-site
- Supporting: 5 Knowledge Workers²
- Additional users +/- billed at \$150 /user/month
- Support and configuration for Line of Business Applications³
- Deployment of ESET Managed Anti-Virus Solution
- Deployment of centralized Anti-Virus and Perimeter Security protection
- DNS Management, Domain, SSL and Registrar Management
- Deployment, configuration and securing existing network in support of team goals
- Deployment appropriate workgroup Backup and Disaster Recover Tools
- Unlimited 8 x 5 Help Desk, Monitoring and Alerting
- Installation of desktop/workgroup hardware is included⁴
- 2 Hours of On-Site time included, as required
- Creation of initial Client Site Documentation
- Vendor Management
- Printer / Scanner Setup & Management
- New Computer Setup / Old computer secure retirement
- Computer whole disk encryption and key management.
- Assist in setting corporate best-practices for password management
- Technology procurement and planning, including Cloud strategies.
- Onboarding Standardization and Best Practices Implementation

Monthly Recurring IT Support.....\$787.00

Onboarding Fee.....\$1,074.26

¹ This Managed Works estimate reflects our understanding of your IT environment based on the information we have collected so far. Total number of staff and significant technology details will be determined during Client On-Boarding process and revised monthly as changes occur.

² Final number to be determined during onboarding

³ When under vendor support contract – Tier II and above work will be escalated to the appropriate vendor.

⁴ When purchased per our recommendations; server migration and other large scale projects quoted separately



RECOMMENDED ONE-TIME INFRASTRUCTURE INVESTMENT

- **WatchGuard T40 Firewall⁵ with
Basic Security Suite including Perimeter Anti-Virus, Intrusion Detection**
 - **Monthly Service included in Recurring IT Support\$262.09 Up-front**
- **WatchGuard AP125⁶\$369.93**
- **24 port Switch with POE⁷\$604.77**

INFRASTRUCTURE HARDWARE TOTAL ----- \$1,236.79

INFRASTRUCTURE IMPLEMENTATION PROJECT LABOR ----- \$762.51

Infrastructure Project and Goals:

- Prioritize coordination with web developers on implementation of a Vimeo account to be used for publication of business videos. Vimeo is recommended because it is ad-free, professional, and allows 500MB of video per month on a free account.
- Facilitate a seamless transition into being fully supported by Capstone Works

Includes:

- **Managed WatchGuard T40 Perimeter Security/Firewall Security Service**

⁵ WatchGuard WGT40997-US

⁶ Watchguard WGA15703

⁷ Netgear GS728TP-200NAS



ADDITIONAL RECOMMENDATIONS

- Address any security risks found in existing computers
- Suggest enforcing:
 - Password change and complexity policy, including length and history
 - Desktop screen lock
 - Appropriate changes to security lock-down to relieve unnecessary impediments
- Deploy secure Wireless Access Point
- Separate Guest/Production/BYOD with VLANs to improve network security.
- Securely wipe and retire all machines/hard drives no longer in use.

OUR STANDARDIZED ONBOARDING

Setup focus on stabilizing, securing, standardizing and documenting the environment, will include the following:

- Meet with and interview key users to identify pre-existing performance or usability issues.
- Deploy appropriate perimeter security device to minimize malware, exploits, etc.
- Review existing standards and Client's best practices
- Deploy and configure network monitoring
- Set-up integrated Client systems alerting, reporting, patch management and help-desk systems
- Configure Patching and Security Updates policies and reboot windows
- Set-up network to comply with Microsoft and Industry "best practices"
- Correct any existing user issues documented during on-boarding

Our proposed monthly support investment summarized below *includes, unlimited remote support* and up to 2 hours of on-site time per month, you can expect to pay a truly flat rate for our support services.

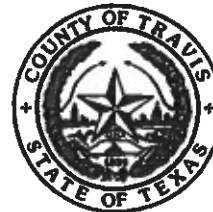
Sincerely,

Chuck Adams
Capstone Works Inc

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TRANSPORTATION AND NATURAL RESOURCES

CYNTHIA C. MCDONALD, COUNTY EXECUTIVE



700 Lavaca Street-5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

October 7, 2020

Claudia Wilson
Village of Volente
1503 Hill Street
Volente, Texas 78641

Reference: Inter-local Agreement / Mowing Maintenance

Dear Claudia Wilson:

The Travis County Transportation and Natural Resource Department (TNR) is submitting a cost estimate for your review in response to Village of Volente's request that Travis County provide the attached roads with the following maintenance:

Mowing for the attached list of roads with an estimated cost of \$1,302.35.

If approved, TNR will require written confirmation and the deposit of the estimated cost of the requested services to the County Treasurer to proceed. The Village of Volente will receive notification 5 days prior to commencement of work. This is an estimate only and the final cost of service will be determined when the project is completed, at which time any refund due the Village of Volente, or additional charge due to Travis County will be settled. Should you have any question, please contact me at (512) 854-8142.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kevin Kunkel".

Kevin Kunkel
Road Maintenance Manager

TRANSPORTATION AND NATURAL RESOURCES

Cynthia C. McDonald, County Executive
 700 Lavaca Street, 5th Floor
 P.O. Box 1748
 Austin, Texas 78767
 Phone: 1-(512) 854-9383



LOCATION
CONTRACT NUMBER
ROAD NAME Volente Roads (See Attached)
PRECINCT 3
FACILITY ID See Attached
JOB Mowing
START DATE N/A
COMPLETION DATE N/A
LENGTH (Miles) 9.01
WIDTH (Feet) 0

Invoice No: 20181203 Volente/Mowing
Invoice Date: September 15, 2020
Due Date: November 14, 2020

BILL TO



Mowing for Volente roads

1- LABOR				
Employee ID	Position Title	Salary	Fringes	TOTAL
99999999	Road Maintenance Worker	\$ 448.00	\$ 129.92	\$ 577.92
TOTAL		\$ 448.00	\$ 129.92	\$ 577.92

2- EQUIPMENT				
Equipment Type	# of Pieces Used	Hours used	Equipment Cost	TOTAL
Pick Up 3/4 Ton Crew Cab	1	8.00	\$ 27.50	\$ 220.00
Tractor	1	8.00	22.15	\$ 177.20
0	0	-	17.65	\$ -
		-	-	\$ -
TOTAL				\$ 510.00

3- MATERIAL						
Type	Quantity	Unit Price	Haul Rate	Total Cost		
Herbicide	0.00	305	\$ -	\$ -	0.00	\$ -
H.M.A.C (TON)	0.00	54	\$ -	\$ -	0.00	\$ -
Joint Sealant	0.0	0.47	\$ -	\$ -	0.00	\$ -
Flex base	0.0	5.5	\$ -	\$ 6.38	0.00	\$ -
Concrete Class A	0.0	600	\$ -	\$ -	0.00	\$ -
TOTAL						\$ -

4- ADMINISTRATIVE COST			
Travis County Administrative Charge [10% * (1+2+3)]			\$ 214.43

SUBTOTAL	\$ 1,302.35
PAID TO DATE	-
SUBTOTAL	\$ 1,302.35

Volente Roads

Street	Fac. ID	Mi
Arren Terrace	N05300	0.10
Beauregard Street	N05326	0.10
Booth Circle	N05315	1.10
Brandy Way		0.10
Davy Drive	N05319	0.17
Debbie Drive	N05320	0.22
Dodd Street	N05308	0.25
Highway 2769		0.20
Jackson Street	N05303	0.50
Joy Road	O05702	0.20
Lakeview Street	N05307	0.15
Lime Creek Road	P06200	3.60
Macks Canyon Road	N05800	0.20
Mary Street	N05312	0.40
Randolph Street	N05802	0.10
Ray Vista Street	N05316	0.10
Reed Drive	N05801	0.50
Sharon Road	O05703	0.25
Sherman Street	N05301	0.40
West Drive	O05701	0.25
Wharf Cove	N05321	0.12

TOTAL MILES

9.01



Garcia's Tree Trimming



8409 Indian Summit - Austin, TX 78737
Phone (512) 288-2867 - Fax (866) 268-9597
www.ggtatx.com

PROPOSAL

Name	Village of Volente	Phone	512-422-5404	Home Work Cell	Date	9/30/2020
Point of Contact	Judy Graci	Email	judithgraci@yahoo.com			
Job address	Listed below	City	Village of Volente	Zip		
Billing address		City		Zip		
Job Scope: Tree limbs will be trimmed 14 feet above roadway and 10 feet above ground 4 feet laterally off roadway. All remaining brush on ground will be trimmed 4 feet laterally off roadway. Brush next to the intersections will be trimmed to provide a clearance for a visibility of 100 to 150 feet from intersections. All traffic signs will be cleared of brush for traffic visibility. All brush will be chipped along roadway for mulch. The Village has 9.2 centerline miles, arterial 3.64 and local 5.54 (roadways). Any large dead branches 4 inch caliper or larger over roadways will be removed for accident prevention to vehicles. Traffic control will be provided as needed.					Amount	\$ 38,410.00
Street Sections: Macks Canyon Rd - Reed Dr - Randolph St - Debbie Dr - Davy Dr - Booth Circle - FM 2769 - Mary St - Wharf Cove - Lime Creek Rd (within city of Volente) - Ray Vista St (between Mary St and FM 2769) - Dodd St - Lakeview St - Jackson St - Sherman St - Bernard St - Terrell St - Bauregard St - West Dr - Sharon Rd - Joy Rd - Brandy Way						
Removals: Removals of leaning or dead trees outside of job scope will be priced separately						
Disposal: A disposal fee of \$75 will be charged extra per trailer load if needed						
Payment: Payments due upon completion of street sections						
					Sub-total	\$ 38,410.00
TAX EXEMPT (add 8.25%)					Sales tax	\$ -
*PAYMENT IS DUE IN FULL UPON COMPLETION OF JOB					*TOTAL \$	\$ 38,410.00
* ADDITIONAL 3% CHARGE FOR CREDIT CARD PAYMENTS						

We propose to hereby furnish material and labor in accordance with the above specifications on any service of work done on bushes or trees. Any work performed on installation of landscaping, mulching, deliveries or irrigation, only the labor is furnished to the customer in accordance with the above specifications. All material will be an additional charge and must be prepaid.

Limited liability to duration of job - Customer agrees by acceptance of this proposal to hold Garcia's Tree Trimming and its employees harmless of all damages which may occur due to hidden, and/or underground objects. This includes underground wiring, pipes and sprinkler heads during the completion of this contract. When the term "remove" is used, it means, removal of the tree and shrub only, not the stump, unless otherwise stated.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Scheduling job constitutes acceptance of proposal and terms and conditions as stated above.

****Weather may affect start date and duration of job.**

****Proposal will void if not accepted within 15 days from date listed above**

Garcia's Tree Trimming Representative: Pete A Garcia Date 9/30/2020

Owner or Owner's Representative: _____ Date _____



Payment Address
Garcia's Tree Trimming
8409 Indian Summit
Austin, TX 78737



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER SIG Insurance Services, LLC 2751 Nash Street Suite 100 Bryan TX 77802	CONTACT NAME: Julie Rodriguez PHONE (A/C, No, Ext): (979) 703-4421 E-MAIL ADDRESS: julie.dukes@sig4you.com	FAX (A/C, No): (979) 703-4426	
	INSURER(S) AFFORDING COVERAGE		
INSURED GARCIAS TREE TRIMMING GTT & PREFERRED LANDSCAPING I 8409 INDIAN SMT AUSTIN TX 78737-4031	INSURER A: United Fire & Casualty		NAIC # 13021
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 20-21 COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			85316378	07/23/2020	07/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached for endorsements and additional coverage information.

CERTIFICATE HOLDER Proof of insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: 00042975

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY SIG Insurance Services, LLC		NAMED INSURED GARCIAS TREE TRIMMING GTT & PREFERRED LANDSCAPING I	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

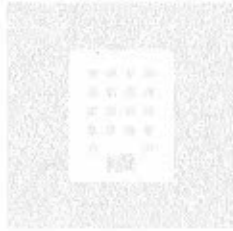
GTT & Preferred Landscaping, Inc Page 2

General Liability:
The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when required by written contract- Additional Insured-Owners, Lessees or Contractors-Ongoing Operations-CG 2033 4/13. The general liability includes blanket automatic waiver of subrogation endorsement that provides this feature only when required by written contract Endorsement-CG 2404 5/09. The general liability policy includes Primary Coverage for Additional Insured's-CG 2001 4/13. The general liability policy includes an endorsement providing 30 days notice of cancellation except 10 days notice for non-payment of premium.



[Home](#) > [Texas](#) > [Austin](#) > [Tree Service](#) > Garcia's Tree Trimming

Better Business Bureau®



Garcia's Tree Trimming

Tree Service

8409 Indian Summit
Austin, TX 78737-4031

<http://www.garciastreettrimming.com>

Email this Business

[\(512\) 288-2867](tel:(512)288-2867)

Accreditation



Accredited Since:
8/29/2006

Years in Business: 35

BBB Rating

A+

Customer Reviews are not used in the calculation of BBB Rating

Customer Reviews

THIS BUSINESS HAS 0 REVIEWS

Industry Tip

BBB Tip: Tree Service

[Read More](#)

Business Details

Location of This Business

8409 Indian Summit, Austin, TX 78737-4031

 Email this Business

BBB File Opened: 11/16/2004

Years in Business: 35

Business Started: 6/21/1985

Business Started Locally: 6/21/1985

Business Incorporated: 2/23/2007

Accredited Since: 8/29/2006

Licensing Information: This business is in an industry that may require professional licensing, bonding or registration. BBB encourages you to check with the appropriate agency to be certain any requirements are currently being met.

Type of Entity: Corporation

Alternate Business Name

Preferred Lawns & Landscape

GTT & Preferred Landscaping, Inc

Related Businesses

[Maven Roofing](#)

Business Management

Mr. Pete A Garcia, President

Ms. Alma Garcia, Executive Secretary

Contact Information

Principal

Mr. Pete A Garcia, President

Customer Contact

Ms. Alma Garcia, Executive Secretary

Additional Contact Information

Phone Numbers

[\(210\) 527-9527](tel:(210)527-9527) Other Phone

Email Addresses

 Email this Business Primary

This website uses cookies to analyze traffic, assist with navigation, and improve your experience. You can learn more about our cookies in our [Privacy Policy](#).

Business Categories

Tree Service

Tree Pruning Service

Arborist



Sid Mourning Tree Service, Inc.

512-420-0733 Office
 512-374-9736 Fax
 657-4349 Sid's Cell Phone

Estimate

Date	Estimate #
8/18/2020	24367

Name / Address
Volente Texas Judy Grady & Wilson 15406 FM2769, Leander, TX 78641

Project Address:
Village of Volente

Customer Phone	Advertsing Source	Customer E-mail	Mapsco	Rep
512-422-5404		judithgraci@yahoo.com	Volente	

Description	Total				
<p>Arborist Consultation: Scope of work: Clear understory 3-4ft from road and raise canopies approximately 13ft over road, across all Village of Volente roads (roughly 9 miles). Haul away all trimming debris.</p> <p>Goal of work: Ensure clearance for all emergency vehicles and school buses; create safe lines-of-sight. We are not meeting ordinance requirements, we are doing work for true functionality.</p> <p>Accommodations: Village of Volente will provide traffic control as needed, especially in consideration of dangerous "S" curves along Lime Creek.</p> <p>Time: We are estimating 46 days with one crew to complete the job (actual work may be completed by 2 crews in 23 days, or similar). Here's a breakdown of how we came up with that figure: We charge \$1,500 per day per crew, which brings our total estimate to \$69,000.</p> <p>Macks Canyon area: 5 days Booth Circle area: 11 days Dodd/Lakeview Area 3.5 days Jackson/Sherman 6 days West Area 4.5 days Lime Creek 13.5 days Mary Area 2.5 days</p>	0.00 7,500.00 16,500.00 5,250.00 9,000.00 6,750.00 20,250.00 3,750.00				
	Subtotal \$69,000.00				
<p>Please give us a call when you are ready to get on the schedule and get this done. We do ask for payment by every Friday the week of the job. If you want to fax/email it back and sign to accept bid we will call you back to get on as well. 512-374-9736 Fax or Email: Jobs@sidmourningtreeservice.com</p>	Sales Tax (8.25%) \$0.00				
	Total \$69,000.00				
ISA Certification Numbers: TX-4048A , TX-70279, TX-3139A, TX-4206A , TRAQ					
Phone #	512-420-0733	Fax #	512-374-9736	E-mail	Sidmourningtreeservice@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heaton Bennett Insurance A Member of Agent First Alliance, LLC 3933 Steck Ave. B119 Austin TX 78759	CONTACT NAME: Amy Mobley PHONE (A/C, No, Ext): 512-354-7179 E-MAIL ADDRESS: amy@insureaustin.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Sid Mourning Tree Service, Inc. dba Good Morning Tree Service 3810 Medical Parkway Suite 245 Austin TX 78756	INSURER A: WESTERN WORLD INS CO NAIC #: 13196	
	INSURER B: PROGRESSIVE CNTY MUT INS CO NAIC #: 29203	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NPP8625044	06/20/2020	06/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		06187657-3	05/25/2020	05/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER *** For Bid Purposes Only *** 3933 Steck Ave. Suite B-119 Austin TX 78759	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nancy Heaton
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Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SID MOURNING TREE SERVICE, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. BOX 300882

6 City, state, and ZIP code
AUSTIN, TX 78703

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-		
--	--	--	---	--	--	---	--	--

OR

Employer identification number

45	-	237	0972
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► 

Date ► **2-20-2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT: FROM: 12/01/19
TO: 12/31/2020

City of Volente
Name of General Contractor

Sid Mourning Tree Service, Inc
Name of Subcontractor

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

Estimated number of employees affected: _____

Blanket Agreement for all jobs.

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.122 .

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

Federal Tax I. D. Number

Signature of General Contractor

Date

Address (Street)

Printed Name of General Contractor

Address (City, State, Zip)

Subcontractor's Affirmation

45-2370972
Federal Tax I. D. Number

Signature of Subcontractor

Date

PO Box 300882
Address (Street)

Tracy Allison - Sid Mourning Tree Service

Austin, TX 78703

Printed Name of Subcontractor

Address (City, State, Zip)

The General Contractor should retain the original. The Subcontractor should also retain a copy of the agreement. This form is not required to be filed with the Division, and may be provided to the insurance carrier.

Division Data Stamp Here



JOE'S TREES & LANDS LLC
1458 Rainbow parke
Round Rock, Tx 78665 US
(512) 215-1551
JOESTREESANDLANDS@GMAIL.COM
<https://joestreecare.net>



Estimate

ADDRESS

Judith Graci
15775 Booth Cir.
Leander, Tx. 78741 USA

SHIP TO

Judith Graci
15775 Booth Cir.
Leander, Tx. 78741 USA

ESTIMATE # 3818

DATE 10/09/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
	TREE SERVICE:Tree Service Road clearance around 18 mills	1	32,000.00	32,000.00

cleaning road and streets 4 feet wide along the highway and community streets, discover stop signs by improving the visibility of them. trees will be raised 14-16 feet tall along driveways. collect all kinds of brush.

Here is your free estimate!

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

TOTAL

\$32,000.00

JOE'S TREE CARE LLC.
(Leave Your Trees In Our Hands!)

Accepted By

Accepted Date

G

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