Commissioners Court -- DECEMBER 16, 2025
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on DECEMBER 16, 2025**,** in the Hays County Courthouse, 111 East San Antonio Street, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**

D. **ROLL CALL**

E. **PUBLIC COMMENTS**

At this time 3-MINUTE comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS .

F. **PRESENTATIONS & PROCLAMATIONS**

1. Presentation of November/December 2025 Service and Retirement Awards. **BECERRA/GRANJENO**
2. Adopt a Proclamation recognizing December 2025 as Humans Rights Month. **BECERRA**
3. Presentation by the Homeless Coalition Board and Health Department staff members regarding the 2026 Point-in-Time Count. **INGALSBE/COHEN/GONZALES**
4. Presentation from the Health Department regarding the Animal Welfare Services Division activities and planning. **COHEN/INGALSBE/GONZALES**

G. **CONSENT ITEMS**

The following may be acted upon in one motion.
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror disbursements. **TENORIO**
3. Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**
4. Approve the Hays County Commissioners Court minutes for September 30, 2025, October 14, 2025, October 28, 2025 and November 13, 2025. **BECERRA/CARDENAS**

5. Approve the payment of the December 31, 2025 payroll disbursements in an amount not to exceed $5,800,000.00 effective December 31, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

6. Authorize the execution of a Third Amendment with Wellpath, LLC. for the Adult and Juvenile Facilities Healthcare Program contract pursuant to RFP 2021-P04 and amend the budget accordingly. **INGALSBE/HIPOLITO/WARE**

7. Authorize the County Administrator's Office to purchase consumable items not to exceed $450.00 related to the Texas State University BOBCATshadow Program to be held on December 17, 2025. **HAMMER/BOUTTE**

8. Accept donations totaling $15,240.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

9. Authorize Facilities and Resource Management to purchase of Limble Solutions, LLC / SHI GS Software in the amount of $15,351.00 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

10. Authorize the execution of a Service Order between Hays County and Astound Business Solutions for the installation of fiber data lines in the Dutton office in the amount of $1,209.00; and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024 (a)(7)(D). **HAMMER/T.CRUMLEY**

11. Authorize the acceptance of insurance proceeds from Texas Farm Bureau Insurance in the amount of $250.00 for the Sheriff's Office related to a vehicle accident and amend the budget accordingly. **INGALSBE/HIPOLITO**

12. Authorize the Combined Emergency Communications Center to accept a grant of $3,000.00 from the Capital Area Emergency Communications District (CAECD) and amend the budget accordingly. **BECERRA/INGALSBE/ROBINSON**

13. Authorize the execution of a contract amendment between Hays County and Tyler Technologies for the implementation of new report writing technology approved in the FY26 budget. **BECERRA/INGALSBE/ROBINSON**

14. Approve the reappointment of Joe Pendleton and Joe Malone to the Board of Emergency Services District (ESD) #4 for a two-year term ending December 31, 2027. **HAMMER**

15. Approve the reappointment of Leighton Stallones and Lee Ann Kenworthy to Emergency Service District (ESD) #3 for a two-year term ending December 31, 2027. **HAMMER**

16. Approve the reappointment of Diane Hervol and Krista Pepau to Emergency Service District (ESD) #9 for a two-year term ending December 31, 2027. **HAMMER**

17. Approve the reappointment of Paul Terry, Sergion Bazaldua and Beth Smith to the Board of Emergency Services District (ESD) #5 for a two-year term ending December 31, 2027. **COHEN**

18. Receive and ratify the finalized General Warranty Deed and Sales Contract for Five Mile Dam between Hays County and the City of San Marcos located in San Marcos, Texas. **HAMMER**

19. Authorize the Hays County Commissioners Court appointment of Stephen Traeger to the Hays County Sheriff's Office Civil Service Commission, replacing Dennis Gutierrez, effective December 16, 2025 through December 31, 2026. **INGALSBE**

20. Approve the Hill Country Cook-Off Association 2026 Events on the Courthouse grounds that shall include commercial vendors for the following dates in 2026: February 21st, May 8th-9th, and November 7th. **BECERRA**

21. Authorize payment to Kimberly Woodgate for $375.00 for professional services relating to her work as the Pharmacist-in-Charge for the Hays County Health Department where the Professional Service Agreement expired prior to services being rendered. **INGALSBE/GONZALES**

22. Approve payments to Dell Technologies ($1,552.95), Discount Cell ($5,111.05), and Dell Technologies ($5,810.74) for equipment purchases for the Constable Precinct 1 Office, in which no purchase order was obtained per the Hays County Purchasing Policy. **BECERRA/McGILL/PETERSON/HUNT**

23. Authorize the execution of a no-cost Second Amendment with Broaddus and Associates pursuant to the Professional Services Agreement for the Capital Improvement Plan, effective December 12, 2025. **BECERRA/T.CRUMLEY/HUNT**

24. Authorize the Hays County Purchasing Agent as the authorized signatory for the purchase estimates submitted by SpawGlass related to the Sentinel Peak Park Improvements Project pursuant to RFP 2025-P01 Sentinel Peak Park Improvements - CMAR. **HAMMER/HUNT/FLOCKE**

25. Authorize payment to SHI Government Solutions in the amount of $35,897.40 for the Criminal District Attorney's Office to utilize GovQA Software, where no purchase order was obtained as required by the Hays County Purchasing Policy. **BECERRA/HIGGINS/HUNT**

26. Authorize Firetrol Protection Systems to perform a quarterly Kitchen Hood Inspection pursuant to their Buyboard Contract and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) for the Compliance Engineering (CE) Filing Fee that is not covered under the Buyboard contract. **BECERRA/HIPOLITO/HUNT**

27. Authorize payment to Felix Media Solutions in the amount of $1,160.00 to the District Courts Office related to repairs for Courtroom 5 where no purchase order was obtained as required per the Hays County Purchasing Policy and amend the budget accordingly. **BECERRA/TIBBE/HUNT**

28. Approve specifications for IFB 2026-B07 Jacobs Well Road Curve and authorize Purchasing to advertise and solicit bids. **HAMMER/A.JONES/HUNT**

29. Approve Utility Permits. **HAMMER/SMITH/A.JONES**

30. Authorize payment to Teddy Morse's Cowboy Harley-Davidson of $786.01 for services where no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/HIPOLITO**

31. Authorize the Sheriff's Office to purchase law enforcement equipment from Unmanned Vehicle Technologies, LLC, valued at $1,931.82. **INGALSBE/HIPOLITO**

32. Authorize Office of Emergency Services to utilize Water & Earth Technologies for Low Water Crossing repairs and upgrades as approved in the FY 2026 budget and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). **BECERRA/MIKE JONES**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to authorize the transfer of funds to TxDOT Transportation Alternatives Set Aside (TASA) FM2325 Sidewalk Project related to Pape-Dawson Engineers, Inc. for construction engineering, inspection & testing (CE&I) services and amend the budget accordingly. **HAMMER/A.JONES**

2. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-29) between Hays County and Quiddity Engineering, LLC to provide design services for the Centerpoint Road project in Precinct 3. **HAMMER/A.JONES**

3. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-34) between Hays County and American Structurepoint, Inc. to provide Design services for the RM 150 at RM 12 Roundabout project in Precinct 4. **SMITH/A.JONES**

4. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-27) between Hays County and LJA Engineering, Inc. to provide Design services for the Goforth Road project (Segment 1-Cotton Gin Road to Bebee Road) (Segment 2-CR 158 to FM 150 East) in Precinct 1 and Precinct 2. **INGALSBE/COHEN/A.JONES**

5. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-28) between Hays County and Kimley-Horn and Associates, Inc. to provide design services on the Windy Hill Road (Ultimate) (Purple Martin Avenue to FM 2001) project in Precinct 2. **COHEN/A.JONES**

6. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-22) between Hays County and LJA Engineering, Inc. to provide design services for the High Road Project in Precinct 1. **INGALSBE/A.JONES**

7. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-23) between Hays County and Doucet & Associates, Inc. (A Kleinfelder Company) to provide Design services for the Old Bastrop Highway / CR 266 project in Precinct 1. **INGALSBE/A.JONES**

8. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-32) between Hays County and LJA Engineering, Inc to provide Right of Way services for the Centerpoint Road project in Precinct 3. **HAMMER/A.JONES**

9. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-43) between Hays County and American Structurepoint, Inc. to provide design services for the Dripping Springs Southwest Connection project in Precinct No. 3 and Precinct No. 4. **SMITH/HAMMER/A.JONES**

10. Discussion and possible action to approve the selection of Kimley-Horn and Associates, Inc. to provide design services for the FM 2001 East project in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE/A.JONES**

J. **SUBDIVISIONS**

1. Discussion and possible action to authorize the execution of a Development Agreement between Hays County and Joe Drake Maxwell as Trustee of the Maxwell Settlement Trust, for the Bluestem Subdivision. **INGALSBE/PACHECO**

2. PLN-2713-NP; Ratify approval of the Longhorn Trail Estates Final Plat. **HAMMER/PACHECO**

3. PLN-2784-NP; Ratify approval of The Peters Subdivision Final Plat. **HAMMER/PACHECO**

4. PLN-2859-PC; Call for a Public Hearing on January 6th, 2026 regarding the Deer Run Estates, Lot 26, Replat. **HAMMER/PACHECO**

K. **MISCELLANEOUS**

1. Discussion and possible action to approve Texas A&M AgriLife Extension Service's hiring of Savannah Bushkuhl as the Agriculture & Natural Resources (ANR) Extension for Hays County. **BECERRA**

2. Discussion and possible action to authorize the Hays County Tax Assessor-Collector to deputize local motor vehicle dealers to act as limited-service deputy dealers and approve Limited-Service Deputy Dealer Agreement Template. **BECERRA/ESCOBAR**

3. Discussion and possible action to approve the Assessment and Collection Agreement with Hays County MUD # 12. **COHEN/ESCOBAR**

4. Discussion and possible action to authorize Hays County Treasurer to obtain a credit card for an amount not to exceed $800.00 from the County depository bank. **BECERRA/TENORIO/HUNT**

5. Discussion and possible action to authorize an amendment to the Jury Payment Donation Form to include the Hays County DWI & Drug Specialty Courts effective January 1, 2026. **BECERRA/HALL**

6. Discussion and possible action to authorize the execution of a quote regarding implementing the Tyler Technologies Justice Case Access platform and amend the budget accordingly. **BECERRA/MCGILL/CALVERT**

7. Discussion and possible action to establish one new DWI & Drug Court Case Manager grade 120 and regrade the Paralegal slot 0274-010 to DWI & Drug Courts Administrator grade 122 effective January 1, 2026; and authorize equipment purchases for the new DWI & Drug Specialty Courts within the District Court & County Courts at Law and amend the budget accordingly. **BECERRA/INGALSBE/HALL/KEY**

8. Discussion and possible action to authorize the Election's Office to hire the Elections Administrative Specialist approved in the FY2026 annual budget process effective May 1, 2026 to be effective January 16, 2026 utilizing the Election Contract Fee Fund and amend the budget accordingly. **HAMMER/DOINOFF**

9. Discussion and possible action to authorize the acceptance of a grant award from the Texas Comptroller, Rural Law Enforcement - Sheriffs Office grant program in the amount of $500,000.00. **INGALSBE/BOUTTE/HIPOLITO**

10. Discussion and possible action to approve a resolution regarding the submission of a grant application to the Texas Water Development Board, Flood Infrastructure Fund Grant Program. **BECERRA/BOUTTE**

11. Discussion and possible action to ratify the submission of a grant application to the Texas Department of Housing and Community Affairs in the amount of $100,000.00. **COHEN/BOUTTE/BROWN**

12. Discussion and possible action to authorize the submission of a grant application to the Office of Justice Programs' Bureau of Justice Assistance FY 2025 Bulletproof Vest Partnership (BVP) Program in the amount of $11,615.40. **INGALSBE/BOUTTE**

13. Discussion and possible action to authorize the execution of a First Amendment to the Tri-Party Agreement executed on or about September 3, 2013 between Hays County ("County"), City of Niederwald ("City"), and Walton Texas, LP on behalf of Walton Camino Real 1, LP, a Delaware limited partnership ("Owner") for the Camino Real Subdivision. **INGALSBE/PACHECO**

14. Discussion and possible action to authorize the execution of an Interlocal Agreement (ILA) between Hays County and the City of Wimberley regarding floodplain administration and environmental health services, effective through September 30, 2026. **HAMMER/PACHECO**

15. Discussion and possible action to consider granting a variance from Section 715.4.01 of the Hays County Development Regulations and allow issuance of an on-site sewage facility permit to the owner of an 11.28 acre parcel of land located at 1000 Old Oaks Ranch Road, Wimberley, Texas 78676. **HAMMER/PACHECO**

16. Discussion and possible action to approve the selection of HDR Engineering to provide a water study for the County; and authorize staff and counsel to negotiate a contract. **HAMMER/HUNT**

17. Discussion and possible action to execute a proposal between Workplace Solutions for Office Furniture for the Auditor, Budget, Human Resources, and Purchasing Offices, and authorize a 50% deposit related to the moving of the offices and amend the budget accordingly. **COHEN/INGALSBE/HUNT**

18. Discussion and possible action to authorize the execution of Engagement Letters with Fitch Ratings and Standard & Poors Global for services related to the credit rating of Combination Tax and Revenue Certificates of Obligation, Series 2026, authorizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/COHEN/VILLARREAL-ALONZO**

19. Discussion and possible action to authorize the Office of Emergency Services to purchase the Perry Weather Software and Outdoor Warning System & Weather Station Subscription Bundle in the amount of $14,000.00. **BECERRA/MIKE JONES**

20. Discussion and possible action to authorize the Health Department to utilize Tobacco Settlement Funds for printed 2026 Resource Directory booklets and amend the budget accordingly. **COHEN/GONZALES**

21. Discussion and possible action to authorize the execution of an Interlocal Agreement between Hays County, the City of Kyle, and the City of Buda related to the construction, operation, and use of the Kyle Animal Shelter. **COHEN/BOUTTE/GONZALES**

22. Discussion and possible action to obtain an outside legal opinion concerning disbursement of funds from the recently canceled procurement process. **BECERRA/TENORIO**

23. Discussion and possible action to appoint a replacement to represent Hays County on the Hill Country MHDD Board of Trustees. **HAMMER**

24. Discussion and possible action to authorize the execution of a contract between Hays County and GovOS for the County Clerk's Office and amend the budget accordingly. **BECERRA/CARDENAS**

L.

EXECUTIVE SESSIONS

The Commissioners Court will announce that it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

1. Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Shirley Temple, Project San Antonio, Project Cat Tree and Project Grease Lightning. Possible discussion and/or action may follow in open court. **BECERRA**

2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 111 E. San Antonio Street, San Marcos, Texas. Possible discussion and/or action may follow in open court. **BECERRA**

3. Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Roger Hanks Parkway in Precinct 4. Possible discussion and/or action may follow in open court. **SMITH**

4. Executive Session pursuant to Section 551.071 and Section 551.072: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near CR133 (Hillside Terrace), in Precinct 2 (Parcel 7-7E) related to the Hillside Terrace Road improvement project, including a possible Possession and Use Agreement. Discussion and/or possible action may follow in open court. **COHEN**

5. Executive Session pursuant to Section 551.071 and Section 551.072: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near Windy Hill Road, in Precinct 2 (Parcel 32A) related to the Windy Hill Road improvement project. Discussion and/or possible action may follow in open court. **COHEN**

6. Executive Session pursuant to Section 551.071 and Section 551.072: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near Windy HIll Road, in Precinct 2 (Parcel 20) related to the Windy Hill Road improvement project. Discussion and/or possible action may follow in open court. **COHEN**

7. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Bebee Road (Parcel 29, 29TE) in Precinct 1 & Precinct 2 related to the City of Kyle's Bebee East roadway improvement project. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

8. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**

9. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County IT Director. Possible discussion and/or action may follow in open court. **BECERRA/GRANJENO**

10. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County Development Services Director. Possible discussion and/or action may follow in open court. **BECERRA/GRANJENO**

11. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, duties, and organizational structure involving the Strategic Initiatives Manager and Grant Coordinator within the County Administrator's Office; and the Legal Support Services Specialist within the Civil Division of the Hays County Criminal District Attorney's Office. Possible discussion and/or action may follow in open court. **SMITH/COHEN**

M. **STANDING AGENDA ITEMS**

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

1. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

2. Discussion and possible action related to the burn ban. **BECERRA**

3. Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**

N. **ADJOURNMENT**

Posted at least three (3) business days before the scheduled meeting of the
COMMISSIONERS COURT, HAYS COUNTY, TEXAS

_____

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (3 business days before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM: F. 1.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Erik Granjeno

Sponsor: Judge Becerra

Agenda Item

Presentation of November/December 2025 Service and Retirement Awards. **BECERRA/GRANJENO**

Summary

Attachments

November/December 2025 Service Awards

November Service awards		
	Primary Department	Years
YOUNG, JAMES A.	Sheriff's Office	30
CHANEY, PETE C.	Sheriff's Office	25
SMITH, SHANE EVERETT	Sheriff's Office	20
HIPOLITO, MICHAEL	Sheriff's Office	20
BARRON, MELODY	Law Library	10
EURESTI, LINDA ANN	District Courts	10
WAHLERT, BRIAN EDWARD	Sheriff's Office	10
WAHLERT, SHAWNE MARIE	Sheriff's Office	10
MORGAN, CHRISTOPHER ALLEN	Sheriff's Office	5
RAMIREZ, JOHN MOSES	Transportation	5
SMITH, LAWRENCE JAC'QUISE	Sheriff's Office	5
ROSE, MARTHA JEAN	Elections Office	5
ESPINOZA-MONTEMAYOR, REBECCA MARIE	Transportation	1
DEAN, JAMES MICHAEL	Transportation	1
FLORES, ABIGAIL	County Clerk's Office	1
LUGAR, MARIA TERESA	Auditor's Office	1
ALVAREZ-PINALES, VICTOR R	Sheriff's Office	1
CLARKE, DAVID ANDREW	Sheriff's Office	1
GREEN, AUSTIN BRYAN	Sheriff's Office	1
ORTIZ, ADRIANA	Sheriff's Office	1
RAMIREZ, TRISTEN NIKOLE	Sheriff's Office	1
WELLS, MCKENNA LEA	Personal Health	1
WHITEFIELD, DERRICK DOYLE	Sheriff's Office	1
MENTZER, EMMA RACHELLE	Sheriff's Office	1

December Service Awards

	Primary Department	Years
SHAFFER, TIMOTHY RAY	District Courts	30
HAMILTON, BLAINE EDWARD	Constable Pct 4 Office	20
WASKO, MATTHEW J.	Sheriff's Office	20
KEARBEY, CRISTINA ELIZABETH ETHRIDGE	District Attorney's Office	5
RODRIGUEZ, LISA	Justice of the Peace Pct 2, 1	5
HANNIGAN, KAMRYN RAYNE	District Attorney's Office	1
NEWBERRY, CONSTANCE NICHOLE	Sheriff's Office	1
RIVERA, KRISTINE	Personal Health	1
ROGERS, ALEXIS MARIE	District Attorney's Office	1
WHITE, KELLI DAWN	District Attorney's Office	1
BALLI, MELINA ARIEL	Sheriff's Office	1
DELOUCHE, FRANK NORMAND III	Sheriff's Office	1
HERRERA, JORGE ANTONIO	Sheriff's Office	1
MILES-THORPE, STACY LEIGH	District Attorney's Office	1
PUENTE, JULIAN	Sheriff's Office	1
EVANS, KENDALL S	District Attorney's Office	1
JENKINS, MELODIE CHANTEL	District Attorney's Office	1
MOCK, ROBERT JOSEPH	County Clerk's Office	1
RIGGS, DAVID WAYNE	Human Resources	1
HECKATHORN, KIRSTEN RENEE	Sheriff's Office	1
MENDOZA, SHELLY ARELI	District Attorney's Office	1
KIDDY, YOLANDA	Justice of the Peace Pct 5 Ofc	1
JIMENEZ, CHRISTIAN ETHAN	Sheriff's Office	1

Retirees

Rubi Castiellja District Courts 20 Years

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing December 2025 as Humans Rights Month. **BECERRA**

Summary

See attached proclamation.

Attachments

Proclamation
Proclamation - Human Rights MOnth

PROCLAMATION RECOGNIZING DECEMBER 2025 AS HUMAN RIGHTS MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, On December 10, 1948, the United Nations General Assembly adopted the Universal Declaration of Human Rights: and

WHEREAS, The Universal Declaration of Human Rights (UDHR) is a milestone document, which proclaims the inalienable rights that everyone is entitled to as a human being - regardless of race, color, religion, sex, language, political or other opinion, national or social origin, property, birth or other status: and

WHEREAS, Available in more than 500 languages, it is the most translated document in the world: and

WHEREAS, "Human Rights Day" originated in 1950 when the United Nations General Assembly invited all nations to observe December 10 as Human Rights Day: and

WHEREAS, "Universal Human Rights Month" extends this celebration throughout the entire month of December: and

WHEREAS, Universal Human Rights Month is an important reminder of the need to protect and respect fundamental rights of all people, regardless of race, religion, gender, or social identity. During this month, organizations and individuals from around the world come together to highlight key issues related to human rights, such as access to healthcare, education, and fair working conditions for everyone: and

WHEREAS, Universal Human Rights Month also serves as an important reminder that there are still numerous injustices taking place throughout the world in terms of human rights violation. It is a time to raise awareness of these injustices so that they may be addressed swiftly and action taken where necessary: and

WHEREAS, The promotion of universal human rights helps to create a culture of respect and understanding between individuals, communities and nations. This type of recognition puts pressure on all governments to guarantee the protection and promotion of these fundamental freedoms and basic human rights for every person on earth: and

WHEREAS, The United States was founded on an idea, at once the simplest and the most powerful idea in the history of the world: that we are all created equal and endowed with certain inalienable rights. Generations later, in the wake of World War II and the Holocaust, the United States joined countries around the world to create the United Nations and enshrine that same idea in the Universal Declaration of Human Rights. We stand with people everywhere defending their rights against the forces of autocracy — demonstrating to the world that the flame of liberty still infuses the character of free people everywhere: and

WHEREAS, One of America's greatest strengths is that we lead not by the example of our power but by the power of our example. We are strongest in the world when we live by our values at home, and we must never cease working to uphold the dignity and protect the rights of every person in this country and promote protection of those same rights globally: and

WHEREAS, During Human Rights Month, we reaffirm our commitment to upholding the equal and inalienable rights of all. May we all recommit to securing the equal rights of every member of the human family and working together for the advancement of all humankind. Together, we can — and we will — bend the arc of history toward a freer and more just world for all.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of December 2025 as Human Rights Month

ADOPTED THIS 16th DAY OF DECEMBER 2025

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

_____
Morgan Hammer
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: F. 3.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Gonzales

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item

Presentation by the Homeless Coalition Board and Health Department staff members regarding the 2026 Point-in-Time Count. **INGALSBE/COHEN/GONZALES**

Summary

The Homeless Coalition is conducting a Point-in-Time Count in 2026 with the support of the Hays Count Health Department and will provide a presentation of the plan to the court.

Attachments

PIT County Presentation

Point in Time (PIT) Count

What is the PIT Count?

Point-in-Time (PIT) Count: Federally required, community-led count each January.

- What It Does: Captures the number of people experiencing homelessness in Hays County in a single day and night.

Who Is Counted:

- Sheltered (emergency shelters, transitional housing)
- Unsheltered (encampments, vehicles, structures not meant for habitation, hidden locations)

Why It Matters:

- Provides an annual snapshot of homelessness
- Identifies service gaps and barriers
- Strengthens agency collaboration
- Helps secure state and federal funding for housing, outreach, and behavioral health supports

When will the Count Take Place?

- This year's PIT Count will take place on Thursday, January 22nd.

Shift Schedule:

- 3-hour shifts
- 6:00 am–6:30 pm

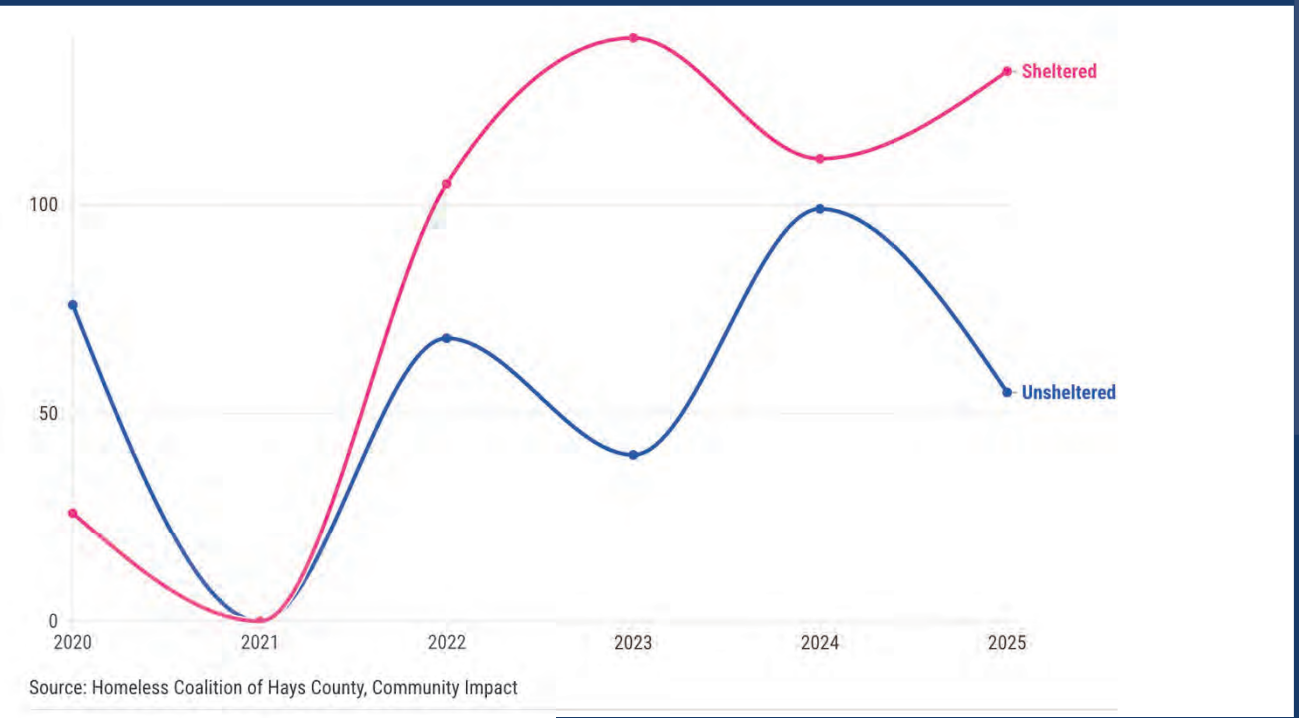
Roles Needed:

- Drivers: Use your own vehicle (must seat 4 total).
- Navigators: Use provided maps/notes to guide routes.
- Surveyors: Use the Counting Us app (training provided) to complete surveys with unsheltered neighbors.

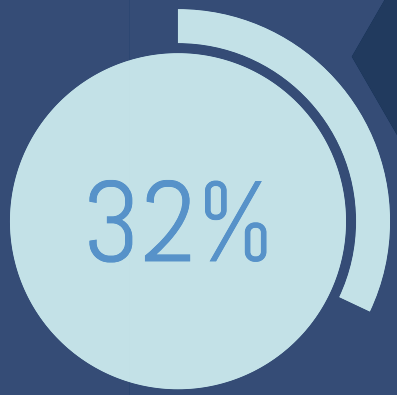
Why This Matters

“As a community, we have a responsibility to understand the challenges our unhoused neighbors face. The PIT Count helps us see the full picture so we can respond with intention, empathy, and the resources needed to make a real difference.”

Texas Balance of State 2024 PIT Count



Source: Homeless Coalition of Hays County, Community Impact



Request for Support

To ensure an accurate, countywide count, we need at least 60 volunteers from across the community: residents, students, county and city departments, nonprofit partners, and advocates.

Today, we're asking for your support by:

- Helping us recruit volunteers through newsletters, social media, and community networks,
- Supporting county staff who wish to participate, and
- Encouraging collaboration among departments that regularly engage with individuals experiencing homelessness.

2026 PIT COUNT
VOLUNTEERS NEEEDED

January 22, 2026

Volunteers are needed to conduct an annual survey to estimate the number of individuals experiencing homelessness in Hays County. The information gathered helps communities understand the scope of homelessness, allocate resources, and inform policies aimed at addressing the issue.

Shifts:

- 6:00 am - 9:00 am
- 8:30 am - 11:30 am
- 11:00 am - 2:00 pm
- 1:30 pm - 4:30 pm
- 4:00 pm - 7:00 pm

Positions

- Drivers
- Navigators
- Surveyors

Sign up here!

Volunteers must be 18 or older AND must attend a 60-90 minute training session prior to the count.

For any questions reach out to our Volunteer Recruitment Chair Jessica Cain at jessica@southsidecenter.org

CONTACT US

Isabella Vigil, Behavioral Health Coordinator and Co-chair: isabella.vigil@hayscountytx.gov

Erika Rosa, Breaking Bread Outreach Ministries and Co-chair: breakingbreadom78666@gmail.com

Kate Esqueda, Community Health Services Manager and Publicity Chair: kate.esqueda@hayscountytx.gov

Thank you!

AGENDA ITEM REQUEST FORM: F. 4.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: GONZALES

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation from the Health Department regarding the Animal Welfare Services Division activities and planning.
COHEN/INGALSBE/GONZALES

Summary

The Hays County Health Department Director will be providing an update to the Commissioners Court about the Animal Services Division. The update will include discussion about the division's current organization, activities, and long-term planning of animal services.

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Elaine Cardenas, Hays County Clerk

Sponsor: Judge Becerra

Agenda Item

Approve the Hays County Commissioners Court minutes for September 30, 2025, October 14, 2025, October 28, 2025 and November 13, 2025. **BECERRA/CARDENAS**

Summary

Attachments

9-30-2025 Minutes
10-14-2025 Minutes
10-28-2025 Minutes
11-13-2025 Meeting

HAYS COUNTY COMMISSIONERS COURT MINUTES

****

SEPTEMBER 30, 2025

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 30th DAY OF SEPTEMBER A.D., 2025, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MICHELLE COHEN	**COMMISSIONER, PCT. 2**
MORGAN HAMMER	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
CHARLENE CARROLL	**DEPUTY COUNTY CLERK**

Clerk's Note: For complete transcript go to Hays County Website
https://www.hayscountytx.gov/commissioners-court-live-stream
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Pastor Darius Todd gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Judge Becerra announced that beginning with the November 18th meeting, 11:59 p.m. the night before court will be the cutoff time to submit an emailed public comment to the County Clerk's Office. The email address to submit comments to is publiccomments@hayscountytx.gov.

Debbie Egan made a public comment concerning the need for emergency exits in the Saddleridge Community. Jon Leonard made a public comment against the government's immigration policy. Larry Jackson made a public comment introducing himself to the court on behalf of the Edwards Aquifer Authority. Rodrigo Amaya made a public comment about the lack of accountability and urged the court to make a change.

Presentation of September 2025 Service and Retirement Awards.

Mariah Pacheco, Human Resources Benefits Assistant, presented employees with service milestone and retirement awards.

Presentation by the Hays County Office of Emergency Services to include a recap of the 2025 Preparedness Fair and to announce the winning department for the best overall basket in the employee raffle basket contest.

Mike Jones, Director of Emergency Services, gave a summary of the recent Emergency Preparedness Fair, expressing his gratitude to the many volunteers, sponsors, county departments, and partner agencies whose efforts made the event a success. Jones announced the winners of the Chili Cookoff, with Phillip Gilreath taking first place, Kent Cawley earning second, and Emergency Service District (ESD) 3 -- South Hays Fire securing third. He also recognized the Hays County Health Department for winning the auction basket competition for the second consecutive year. Matthew Gonzales, Hays County Health Department Director, thanked Brayden Watson, Public Health Emergency Preparedness Coordinator, along with the dedicated staff, for their continued commitment to developing effective solutions in times of emergency.

Presentation by David Baker, The Watershed Association, and Jenna Walker, The Meadows Center, regarding an update on the Blanco-Cypress Watershed Protection Plan Interlocal Agreement Program.

Briana Ramirez-Vargas, Senior Deputy Clerk, read emailed public comments from the following individuals: Jeff Rasco, Mayor of the City of Woodcreek, made a public comment in support of the Blanco-Cypress Watershed Protection Plan. David Baker, Executive Director of the Watershed Association, and Jenna Walker, Director of Watershed Studies with The Meadows Center, gave a PowerPoint presentation with an update from the Blanco-Cypress Watershed Protection Plan. The court thanked The Watershed Association and The Meadows Center for their continued support and work with the county.

42249 Adopt a Proclamation recognizing October 10, 2025 as World Homeless Day in Hays County.

Nancy Heintz, Hays County Homeless Coalition, thanked the court for their support of the proclamation and spoke about various upcoming local events. The court thanked the Hays County Homeless Coalition organization for continuing to advocate for citizens of the county.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing October 10, 2025 as World Homeless Day in Hays County.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42250 Approve payments of County invoices.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42251 Approve the payment of Juror disbursements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of Juror disbursements.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42252 Approve Commissioners Court Minutes of August 19, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Commissioners Court Minutes of August 19, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42253 Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42254 Approve the payment of the October 15, 2025 payroll disbursements in an amount not to exceed $4,500,000.00 effective October 15, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of the October 15, 2025 payroll disbursements in an amount not to exceed $4,500,000.00 effective October 15, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42255 Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42256 Accept the delivery of the County Auditor's Monthly Report for August 2025 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the delivery of the County Auditor's Monthly Report for August 2025 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42257 Authorize the execution of Social Service Agency contracts as approved in the Fiscal Year 2026 budget.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Social Service Agency contracts as approved in the Fiscal Year 2026 budget.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42258 Authorize the submission of a grant application to the FY26 Texas Comptroller, Rural Law Enforcement Grants - Sheriff's Office Program in the amount of $500,000.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of a grant application to the FY26 Texas Comptroller, Rural Law Enforcement Grants - Sheriff's Office Program in the amount of $500,000.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42259 Accept donations totaling $3,100.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept donations totaling $3,100.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42260 Authorize the Commissioner Precinct 1 Office to support Centro Cultural Hispano de San Marcos in an amount of $1,000.00 in support of community activities.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Commissioner Precinct 1 Office to support Centro Cultural Hispano de San Marcos in an amount of $1,000.00 in support of community activities.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42261 Approve out-of-state travel for the County Administrator, Kandice Boutte, to attend the International City/County Manager Association (ICMA) Annual Conference to be held in Tampa, Florida from October 25th - 29th, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve out-of-state travel for the County Administrator, Kandice Boutte, to attend the International City/County Manager Association (ICMA) Annual Conference to be held in Tampa, Florida from October 25th - 29th, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42262 Approve out-of-state travel for Crime Analyst Brandy Schiber to attend the Operation Sentry Conference on November 6, 2025, in New York, New York.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve out-of-state travel for Crime Analyst Brandy Schiber to attend the Operation Sentry Conference on November 6, 2025, in New York, New York.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42263 Authorize the execution of an agreement between Axon Enterprises Inc. and Hays County, effective October 1, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an agreement between Axon Enterprises Inc. and Hays County, effective October 1, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42264 Authorize payment to BIS Consulting, LLC in the amount of $2,475.00 for the Truth in Taxation software used by the Tax Assessor, where no purchase order was obtained prior to the annual renewal as required by the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment to BIS Consulting, LLC in the amount of $2,475.00 for the Truth in Taxation software used by the Tax Assessor, where no purchase order was obtained prior to the annual renewal as required by the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42265 Authorize payment to TheraNest, LLC dba Ensora Health in the amount of $505.00 for their annual software subscription and their monthly fee for telehealth subscriptions where no purchase order was obtained as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment to TheraNest, LLC dba Ensora Health in the amount of $505.00 for their annual software subscription and their monthly fee for telehealth subscriptions where no purchase order was obtained as required per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42266 Authorize payment to RCM Equipment Company, LLC related to a replacement part for the Transportation Departments paving machine (unit 9731) in the amount of $14,301.46 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment to RCM Equipment Company, LLC related to a replacement part for the Transportation Departments paving machine (unit 9731) in the amount of $14,301.46 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42267 Authorize the execution of a contract extension for RFP 2020-P08 Election Form Printing Services with AMG Printing & Mailing for a period not to exceed fifty-four days, effective September 7, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract extension for RFP 2020-P08 Election Form Printing Services with AMG Printing & Mailing for a period not to exceed fifty-four days, effective September 7, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42268 Authorize the execution of Contract Amendment 2 with JM Engineering, LLC., removing the maintenance of five traffic counters, reducing the overall contract by 17%, pursuant to RFP 2020-P15 Traffic Counter Inspection & Maintenance.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Contract Amendment 2 with JM Engineering, LLC., removing the maintenance of five traffic counters, reducing the overall contract by 17%, pursuant to RFP 2020-P15 Traffic Counter Inspection & Maintenance.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42269 Authorize the execution of Contract Amendment 2 with SI Mechanical, LLC pursuant to RFP 2024-B06 HVAC - Preventative Maintenance & Repair Services, Countywide to remove the preventative maintenance and air filter replacements from eight (8) County buildings, reducing the overall total contract by 18%.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Contract Amendment 2 with SI Mechanical, LLC pursuant to RFP 2024-B06 HVAC - Preventative Maintenance & Repair Services, Countywide to remove the preventative maintenance and air filter replacements from eight (8) County buildings, reducing the overall total contract by 18%.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42270 Authorize the execution of an annual Service Support Plan with Conference Technologies, Inc. for the audio/visual system located at the Jail and Training Center in the amount $6,425.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an annual Service Support Plan with Conference Technologies, Inc. for the audio/visual system located at the Jail and Training Center in the amount $6,425.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42271 Authorize the execution of a three-year renewal agreement for the Hays County Criminal District Attorney's Office related to their HotDocs user licenses for document assembly software related to Child Protection Court Cases, effective September 25, 2025, and authorize a waiver to the purchasing policy of obtaining three quotes.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a three-year renewal agreement for the Hays County Criminal District Attorney's Office related to their HotDocs user licenses for document assembly software related to Child Protection Court Cases, effective September 25, 2025, and authorize a waiver to the purchasing policy of obtaining three quotes.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42272 Authorize the execution of contracts for the Hays County Court at Law Mental Health Specialty Court Program with A Better Boat, LLC; Axis of Mental Healthcare, PLLC; C. Nichol Mueller-McMorris, LCSW; Evoke Wellness; Hiatus Wellness, LLC; Horton House, 501c3; Lisa Hinson, LCDC; Moonstone Counseling, PLLC; Nova Recovery Center; Philip Carolina; Revive Recovery Sober Living; and Youth Advocate Programs, Inc. totaling $242,180.00 for the fiscal year 2026.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of contracts for the Hays County Court at Law Mental Health Specialty Court Program with A Better Boat, LLC; Axis of Mental Healthcare, PLLC; C. Nichol Mueller-McMorris, LCSW; Evoke Wellness; Hiatus Wellness, LLC; Horton House, 501c3; Lisa Hinson, LCDC; Moonstone Counseling, PLLC; Nova Recovery Center; Philip Carolina; Revive Recovery Sober Living; and Youth Advocate Programs, Inc. totaling $242,180.00 for the fiscal year 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

4 2 2 7 3 Authorize the execution of Memorandum of Understandings for the Assisted Outpatient Treatment Program with Texas Oaks Psychiatric Hospital, dba Austin Oaks Hospital; Axis of Mental Healthcare, PLLC; Evoke Wellness; and Philip Carolina for the Fiscal Year 2026.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of Memorandum of Understandings for the Assisted Outpatient Treatment Program with Texas Oaks Psychiatric Hospital, dba Austin Oaks Hospital; Axis of Mental Healthcare, PLLC; Evoke Wellness; and Philip Carolina for the Fiscal Year 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

4 2 2 7 4 Authorize the execution of a renewal agreement with Thomson Reuters-West Publishing for Westlaw Patron Access online legal research services for use by Hays County Law Library patrons with funds budgeted for FY2026 and a monthly commitment of $3,714.51.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a renewal agreement with Thomson Reuters-West Publishing for Westlaw Patron Access online legal research services for use by Hays County Law Library patrons with funds budgeted for FY2026 and a monthly commitment of $3,714.51.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42275 Authorize the execution of a renewal agreement for Westlaw Remote Patron Access for use by Hays County Law Library patrons conducting limited online legal research outside the Law Library with funds budgeted for FY2026 and a monthly commitment of $1,395.45.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a renewal agreement for Westlaw Remote Patron Access for use by Hays County Law Library patrons conducting limited online legal research outside the Law Library with funds budgeted for FY2026 and a monthly commitment of $1,395.45.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42276 Authorize the execution of a renewal agreement for $36,774.72 Westlaw online legal research services for use by Hays County Courts judges and staff.

Judge Becerra requested that the County Administrator provide the Judge's Office with access to the renewal agreement.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a renewal agreement for $36,774.72 Westlaw online legal research services for use by Hays County Courts judges and staff.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42277 Authorize the acceptance of a continuation grant award from the Substance Abuse and Mental Health Services Administration, Assisted Outpatient Treatment Grant Program in the amount of $499,722.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a continuation grant award from the Substance Abuse and Mental Health Services Administration, Assisted Outpatient Treatment Grant Program in the amount of $499,722.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42278 Approve use of county grounds by the Hill Country Cook-Off Association for additional 2025 events.

Commissioner Smith asked if the association had set specific dates to reserve the county grounds for upcoming events.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve use of county grounds by the Hill Country Cook-Off Association for additional 2025 events.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42279 Designate Tuesday of every week as the regular term of the Hays County Commissioners Court for purposes of convening in Fiscal Year 2026, with the exception of October 7th and 21st, November 4th, 11th, and 25th, December 9th, 23rd, and 30th, 2025 as those dates have been previously canceled by the Court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to designate Tuesday of every week as the regular term of the Hays County Commissioners Court for purposes of convening in Fiscal Year 2026, with the exception of October 7th and 21st, November 4th, 11th, and 25th, December 9th, 23rd, and 30th, 2025 as those dates have been previously canceled by the Court.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42280 Approve the cancellation of the Hays County Commissioners Court on the following dates in 2026: January 13 and 27, February 10 and 17, March 3 and 17, April 7 and 21, May 5 and 19, June 2, 16 and 30, July 14 and 21, August 25, September 8 and 22, October 6 and 20, November 3, 17 and 24, December 8, 22 and 29.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the cancellation of the Hays County Commissioners Court on the following dates in 2026: January 13 and 27, February 10 and 17, March 3 and 17, April 7 and 21, May 5 and 19, June 2, 16 and 30, July 14 and 21, August 25, September 8 and 22, October 6 and 20, November 3, 17 and 24, December 8, 22 and 29.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42281 Approve Utility Permits.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42282 Approve out-of-state travel to New York, New York for the County Auditor, Marisol Villarreal-Alonzo, and Commissioner Debbie Gonzales-Ingalsbe as authorized officials to attend the pricing of the Combination Tax Revenue Certificates of Obligation, Series 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve out-of-state travel to New York, New York for the County Auditor, Marisol Villarreal-Alonzo, and Commissioner Debbie Gonzales-Ingalsbe as authorized officials to attend the pricing of the Combination Tax Revenue Certificates of Obligation, Series 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42283 Discuss and take possible action on an order authorizing the issuance and sale of one or more series of Hays County, Texas Combination Tax and Revenue Certificates of Obligation, in the aggregate principal amount not to exceed $240,000,000 for the construction, design, improvement, extension, expansion, upgrade and development of county roads and the acquisition of land and right-of-way therefore; levying a tax in payment thereof and further securing said Certificates by a lien on and pledge of the pledged revenues of the Solid Waste Management System; providing for the sale and delivery of the Certificates in accordance with specified parameters, including the approval and distribution of an Official Statement; delegating the authority to certain members of the Commissioners Court and County staff to execute certain documents relating to the sale of the Certificates; authorizing the execution and delivery of documents and agreements in connection therewith; and enacting other provisions relating thereto. The road projects include certain of the road projects in the 2024 road bond program, including approximately 30 road projects related to safety, mobility and connectivity and are further described in the List of Road Projects posted herewith. The County estimates the tax levy will cause a tax rate increase of $0.02 per $100 assessed value.

Dan Wegmiller, Managing Director at Specialized Public Finance and Hays County Financial Advisor, provided the court with the next steps in the closing process, and stated there was no further follow-up needed. He stated the county received a double A credit rating, meaning the county has strong financials and well-managed debt, and directed the court to move forward with the sale of certificates of obligation. Commissioner Hammer thanked Wegmiller and his staff for continuing to move forward with what the voters want. Commissioner Ingalsbe asked for the wording of the City to be changed to County. Julie Houston, Orrick Law Firm, stated the wording should be amended to say County. Commissioner Smith stated this has been a long time coming and this is an important step to get this moving in a timely manner. Commissioner Cohen thanked staff and stated she is looking forward to getting this moving. Hammer stated the voters have concerns from an environmental perspective, and she will take the extra time and effort to assure all requirements are done correctly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to adopt an order authorizing the issuance and sale of one or more series of Hays County, Texas Combination Tax and Revenue Certificates of Obligation, in the aggregate principal amount not to exceed $240,000,000 for the construction, design, improvement, extension, expansion, upgrade and development of county roads and the acquisition of land and right-of-way therefore; levying a tax in payment thereof and further securing said Certificates by a lien on and pledge of the pledged revenues of the Solid Waste Management System; providing for the sale and delivery of the Certificates in accordance with specified parameters, including the approval and distribution of an Official Statement; delegating the authority to certain members of the Commissioners Court and County staff to execute certain documents relating to the sale of the Certificates; authorizing the execution and delivery of documents and agreements in connection therewith; and enacting other provisions relating thereto. The road projects include certain of the road projects in the 2024 road bond program, including approximately 30 road projects related to safety, mobility and connectivity and are further described in the List of Road Projects posted herewith. The County estimates the tax levy will cause a tax rate increase of $0.02 per $100 assessed value.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42284 Discussion and possible action to authorize the execution of an Access Easement Agreement between Hays County and Hays Consolidated Independent School District related to road improvements along Beacon Hill Road (also known as CR 146) in Precinct Four.

Commissioner Smith stated this agreement is with Hays CISD at one of their new facilities, and provides access to an easement.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of an Access Easement Agreement between Hays County and Hays Consolidated Independent School District related to road improvements along Beacon Hill Road (also known as CR 146) in Precinct Four.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42285 Discussion and possible action to call for a public hearing on October 14, 2025 to establish "No Parking" zones along Tubman Drive, Smithsonian Lane, and Niagara Falls Lane.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to call for a public hearing on October 14, 2025 to establish "No Parking" zones along Tubman Drive, Smithsonian Lane, and Niagara Falls Lane.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42286 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #PB03016801216 in the amount of $2,499.87, and acceptance of the revegetation bond #PB03016801028 in the amount of $7,777.00 for the Caliterra Subdivision, Phase 2, Section 7.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to accept road construction and surface drainage improvements, accept the maintenance bond #PB03016801216 in the amount of $2,499.87, and accept the revegetation bond #PB03016801028 in the amount of $7,777.00 for the Caliterra Subdivision, Phase 2, Section 7.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42287 PLN-2511-PRE; Discussion and possible action regarding the Ellington Subdivision Preliminary Plan.

Marcus Pacheco, Director of Development Services, provided background on the property and stated staff recommends approval.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the Ellington Subdivision Preliminary Plan (PLN-2511-PRE).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42288 PLN-2746-PC; Discussion and possible action regarding the Cliffs at Onion Creek, Lot 1A and Lot 1B Cancellation.

Marcus Pacheco, Director of Development Services, provided background on the property and stated the owners have requested a cancellation. He stated the cancellation does meet provisions found in Local Government Code 232.008 and staff recommends approval of the cancellation.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to approve the Cliffs at Onion Creek, Lot 1A and Lot 1B Cancellation (PLN-2746-PC).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42289 PLN-2735-PC; Ratify approval of the Hays Country Oaks, Sec 2, Lot 1 Replat.

Marcus Pacheco, Director of Development Services, provided background on the property and stated staff recommends approval for the ratification of the plat.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to ratify approval of the Hays Country Oaks, Sec 2, Lot 1 Replat (PLN-2735-PC).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42290 Discussion and possible action to adopt the Hays County FY 2026 Holiday Calendar.

Commissioner Ingalsbe stated she coordinated with Marisol Villarreal-Alonzo, County Auditor, and Vickie Dorsett, Budget Officer, to minimize cancellations.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt the Hays County FY 2026 Holiday Calendar.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42291 Discussion and possible action to authorize the execution of a Renewal Amendment and Order Form with Fifth Asset, Inc. dba Debtbook for Lease and Subscription Based Information Technology Arrangement (SBITA) Management Software for compliance services related to Government Accounting Standards Board (GASB) Statements 87 and 96.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Renewal Amendment and Order Form with Fifth Asset, Inc. dba Debtbook for Lease and Subscription Based Information Technology Arrangement (SBITA) Management Software for compliance services related to Government Accounting Standards Board (GASB) Statements 87 and 96.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42292 Discussion and possible action to modify the 1A102 Equal Employment Opportunity Policy of the personnel policies effective September 30, 2025.

Erik Granjeno, Human Resources Director, stated the policy revisions reaffirm the county's commitment and ensures compliance with federal and state requirements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to modify the 1A102 Equal Employment Opportunity Policy of the personnel policies effective September 30, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42293 Discussion and possible action to modify the 1A111 Dress Code & Conduct Policy of the personnel policies effective September 30, 2025.

Erik Granjeno, Human Resources Director, addressed the policy updates and stated each department retains the authority to determine its own requirements, with discretion left up to department heads or elected officials.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to modify the 1A111 Dress Code & Conduct Policy of the personnel policies effective September 30, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42294 Discussion and possible action to change the Fair Labor Standards Act (FLSA) classification for identified positions effective October 1, 2025.

Erik Granjeno, Human Resources Director, stated he has revised the job descriptions for both the Risk Manager and Benefits Manager, revising their FLSA status to exempt.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to change the Fair Labor Standards Act (FLSA) classification for identified positions effective October 1, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42295 Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.

Erik Granjeno, Human Resources Director, stated this is a yearly agreement which shows an offering of coverage comparable to Medicare and allows the county to offset retiree prescription costs.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42296 Discussion and possible action to authorize the execution of the Texas Association of Counties 2026 Employee Health Benefits Renewal Agreement, pursuant to RFP 2024-P11 Employee Group Health, Dental, and Employee Assistance Plans.

Erik Granjeno, Human Resources Director, provided the court with a PowerPoint presentation outlining recommended changes from the Texas Association of Counties. Commissioner Cohen asked if there could be time set aside for wellness exams for employees who are not able to leave work. The court thanked Granjeno for the presentation and recommendations. Matthew Gonzales, Hays County Health Department Director, spoke about the cost associated with co-pays for the residents and employees of Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the Texas Association of Counties 2026 Employee Health Benefits Renewal Agreement, pursuant to RFP 2024-P11 Employee Group Health, Dental, and Employee Assistance Plans.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42297 Discussion and possible action for the consideration of dissolution of the Hays County Benefits Committee.

Erik Granjeno, Human Resources Director, stated as the county grows, the dissolution of the Hays County Benefits Committee allows the key stakeholders to provide recommendations to the court as needed.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to dissolve the Hays County Benefits Committee.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42298 Discussion and possible action to approve the Benefits Manager's unused vacation time to roll forward into FY26, with the requirement that it be used by March 31, 2026.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the Benefits Manager's unused vacation time to roll forward into FY26, with the requirement that it be used by March 31, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Discussion and possible action to approve the revised Hays County Travel Policy.

Kandice Boutte, County Administrator, stated that the policy had not been updated since March 1999 and these updates are intended to better reflect the travel needs of the county, and spoke about various item changes listed in the policy. The court spoke in appreciation of this policy being updated. Commissioner Smith spoke on various situations that may present issues under the current amended policy. Stephanie Hunt, Purchasing Agent, discussed the purchasing responsibilities and explained that, if approved in the amended policy, it would eliminate the system of checks and balances. Commissioner Cohen stated she would like to table this item to allow Boutte the opportunity to amend the policy based on the feedback provided by the court and to ensure the policy aligns with the Purchasing Department. Marisol Villarreal-Alonzo, County Auditor, stated that not all travel expenses go through the Purchasing Department. Judge Becerra stated this item will be tabled and brought back to court at the next court date. No action taken.

42299 Discussion and possible action to pay accrued compensatory hours for Fire Marshal Steve Seddig to be in compliance with federal labor laws and amend the budget accordingly.

Commissioner Smith stated the office has been extremely overburdened with the amount of work in the last 6--8 months.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to pay accrued compensatory hours for Fire Marshal Steve Seddig to be in compliance with federal labor laws and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42300 Discussion and possible action authorizing the execution of a Memorandum of Understanding between Hays County and the City of Kyle related to the development of a County administrative facility, participation in a City-led animal services facility, and investment into the Kyle Vista Park improvements.

Judge Becerra clarified that this item is for discussion of a Memorandum of Understanding, where the county is in support of a partnership and wants to keep moving with the discussion. Commissioner Ingalsbe stated there are 3 components to this; the new Eastside Campus, a Regional Animal Services Facility, and the public park infrastructure to the Kyle Vista Park Master Plan. Commissioner Hammer addressed the community's concerns regarding the MOU and discussed where the public can obtain answers to their questions. Kandice Boutte, County Administrator, stated that by Friday, October 3, 2025, her office will create a Q&A addressing public concerns and provide staff contact information. Commissioner Smith stated this is a part of a parcel of the county's overall plan, and the county is still exploring other area opportunities. Matthew Gonzales, Hays County Health Department Director, stated animal services is now a part of his department, and he has been working with other departments to have a detailed plan.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Memorandum of Understanding between Hays County and the City of Kyle related to the development of a County administrative facility, participation in a City-led animal services facility, and investment into the Kyle Vista Park improvements.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42301 Discussion and possible action to accept and approve the nominations of the participating municipalities and school districts for their membership to the Hays County Public Health Advisory Board.

Matthew Gonzales, Hays County Health Department Director, provided background information and feedback from various municipalities regarding the creation of the board. The court requested that Gonzales provide quarterly updates. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, spoke on various options available to the court for the appointment of the Health Advisory Board charter.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the nominations of the participating municipalities and school districts for their membership to the Hays County Public Health Advisory Board.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42302 Discussion and possible action to approve the Assessment and Collection Agreements with Hays County MUD #11.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the Assessment and Collection Agreements with Hays County MUD #11.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42303 Discussion and possible action to award RFP 2025-P08 Countywide Printing to AMG Printing and Mailing and authorize staff, the Purchasing Agent, and the District Attorney Civil Division to negotiate a contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to award RFP 2025-P08 Countywide Printing to AMG Printing and Mailing and authorize staff, the Purchasing Agent, and the District Attorney Civil Division to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42304 Discussion and possible action to authorize the execution of a Professional Services Agreement with Tania Glenn & Associates, PA to provide assessments and therapy for first responders employed by Hays County after and as a result of critical incidents and requested by the Hays County Sheriff.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the execution of a Professional Services Agreement with Tania Glenn & Associates, PA to provide assessments and therapy for first responders employed by Hays County after and as a result of critical incidents and requested by the Hays County Sheriff.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42305 Discussion and possible action to adopt an order authorizing the sale of fireworks beginning the five days before the first day of Diwali and ending at midnight on the last day of Diwali (October 15-October 21, 2025); and also adopt an order prohibiting the sale or use of restricted fireworks in the unincorporated area of the County.

Judge Becerra expressed his appreciation for the organization's continued record of responsible coordination with all relevant departments. Mike Jones, Director of Emergency Services, stated the Fire Marshal is in full support of this item. Commissioner Smith asked for the purpose of a mass gathering and the number of attendees required to be classified as one. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, provided a detailed definition of the mass gathering.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to adopt an order authorizing the sale of fireworks beginning the five days before the first day of Diwali and ending at midnight on the last day of Diwali (October 15-October 21, 2025); and also adopt an order prohibiting the sale or use of restricted fireworks in the unincorporated area of the County.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Discussion and possible action to adopt the Hays County Drainage Criteria Manual.

Marcus Pacheco, Director of Development Services, stated that the department has been working with the Transportation Department to develop a manual outlining local policies and standards for the county. Pacheco stated that the manual establishes uniform design criteria. Sunit Deo, Halff Associates, spoke about the updates to the county's drainage manual, as well as development to city and county standards. Judge Becerra stated his concerns about various items in this updated manual and asked for this item to be tabled. No action taken.

42306 Discussion and possible action related to office space for the Texas Alcohol Beverage Commission (TABC), the County Administrator's Office, the Civil Division of the Hays County Criminal District Attorney's Office, and Veteran's Services at 111 E. San Antonio Street, San Marcos, Texas 78666.

Judge Becerra spoke about the challenges of relocating certain offices to better accommodate the citizens of Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to authorize the following relocation of offices located in the Historical Courthouse at 111 E. San Antonio Street, San Marcos, Texas:
- Texas Alcoholic Beverage Commission (TABC) from Suite 100 to Historical Classroom 101.
- Veteran's Services from Suite 200 to Suite 100 (current TABC suite).
- County Administrator's Office from Suite 204 to Suite 200 (current Veteran's Services suite).
- Commissioner, Precinct #3's satellite office from Suite 303 to Suite 204 (current County Administrator's suite).
- Add Suite 302 (current flex space) and Suite 303 (current Commissioner, Precinct #3's satellite office) as additional office space to the Civil Division of the Criminal District Attorney's Office (this is in addition to their current office space).
- Suite 205 will become flex space.
- Suite 203 (employee breakroom) will remain as-is unless otherwise needed in the future.

to be effective January 30, 2026.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 11:58 a.m. and resumed back into open court at 3:41 p.m.

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding: (1) the status of litigation of In Re Hays County, Texas (Cause No. D-1-GN-25-002049 filed in the 126th Judicial District Court in Travis County); and (2) the legal process for issuing certificates of obligation. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 12:07 p.m. to 12:18 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Stephanie Hunt, Purchasing Agent; Kandice Boutte, County Administrator; and Michael Shaunessy, attorney with McGinnis Lochridge. No action taken.

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project AVSM & Project Disco Inferno. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:31 p.m. to 1:43 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jone, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; Stephanie Hunt, Purchasing Agent; Jacob Limon, County Judge Chief of Staff; and Emily Mathes, Hays Caldwell Economic Development Partnership (HCEDP) Director of Business Development. No action taken.

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near the intersection of Dacy Lane and BeBee Road in Precinct 2. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 12:19 p.m. to 1:30 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal- Alonzo, County Auditor; Kandice Boutte, County Administrator; Stephanie Hunt, Purchasing Agent; Jacob Limon, County Judge Chief of Staff; Tammy Crumley, Countywide Operations Director; Matthew Gonzales, Hays County Health Department Director; and Jesse Elizondo, City of Kyle Assistant City Manager. No action taken.

4 2 3 0 7 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 111 E. San Antonio Street, San Marcos, Texas. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:47 p.m. to 2:26 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; Stepahnie Hunt, Purchasing Agent; and Tammy Crumley, Countywide Operations Director.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize Countywide Operations and the County Administrator's Office to negotiate a lease agreement with the Texas Alcoholic Beverage Commission (TABC) related to office space located at 111 E. San Antonio Street, San Marcos, Texas, 78666.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

4 2 3 0 8 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.1681 acre, owned by RING Co. Inc., and which is required for the construction of the proposed Windy Hill Road improvement project in Precinct 1, and take other appropriate action (Parcel 5). Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:44 p.m. to 1:46 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; and Stephanie Hunt, Purchasing Agent.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a resolution and authorize the use of the power of eminent domain to acquire fee simple title to approximately 0.1681 acre, owned by RING Co. Inc. and which is required for the construction of the proposed Windy Hill Road roadway improvement project in Precinct 1 and take other appropriate action (Parcel 5).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

4 2 3 0 9 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.0318 acre, owned by Marisol Castillo Ortega., and which is required for the construction of the proposed Windy Hill Road improvement project in Precinct 2, and take other appropriate action (Parcel 20). Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:44 p.m. to 1:46 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; and Stephanie Hunt, Purchasing Agent.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to adopt a resolution and authorize the use of the power of eminent domain to acquire fee simple title to approximately 0.0318 acre, owned by Marisol Castillo Ortega and which is required for the construction of the proposed Windy Hill Road roadway improvements project in Precinct 2 and take other appropriate action (Parcel 20).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

4 2 3 1 0 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.0633 acre, owned by 4303 Medical Parkway, LLC., and which is required for the construction of the proposed Windy Hill Road improvement project in Precinct 1, and take other appropriate action (Parcel 41). Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:44 p.m. to 1:46 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Kandice Boutte, County Administrator; and Stephanie Hunt, Purchasing Agent.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a resolution and authorize the use of the power of eminent domain to acquire fee simple title to approximately 0.0633 acre, owned by 4303 Medical Parkway, LLC. and which is required for the construction of the proposed Windy Hill Road roadway improvements project in Precinct 1 and take other appropriate aciton (Parcel 41).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of the Director of Parks & Natural Resources. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:30 p.m. to 3:38 p.m. were the Commissioners Court; Erik Granjeno, Human Resources Director; and Kandice Boutte, County Administrator. No action taken.

Discussion related to the Hays County inmate population, to include current population counts and costs.

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 568 for the week of September 21, 2025, with a peak of 576 on September 25, 2025. The estimated cost for outsourcing inmates this week was $128,535. The average number of outsourced males is 195 and females is 0. This week's inmates were housed in the following county: Haskell. The number of "paper-ready" inmates who are now wardens of the state is 39.

Clerk's Note: Agenda Item #M-2 RE: *Discussion and possible action related to the burn ban.* **- WAS PULLED.**

Clerk's Note: Agenda Item #M-3 RE: *Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* **- WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 3:55 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on SEPTEMBER 30, 2025.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

Elaine H. Cárdenas

ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS COURT OF
HAYS COUNTY, TEXAS

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
9/30/2025	42249	Adopt a Proclamation recognizing October 10, 2025 as World Homeless Day in Hays County.	Y	Y	Y	Y	Y
9/30/2025	42250	Approve payments of County invoices.	Y	Y	Y	Y	Y
9/30/2025	42251	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
9/30/2025	42252	Approve Commissioners Court Minutes of August 19, 2025.	Y	Y	Y	Y	Y
9/30/2025	42253	Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
9/30/2025	42254	Approve the payment of the October 15, 2025 payroll disbursements in an amount not to exceed $4,500,000.00 effective October 15, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
9/30/2025	42255	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
9/30/2025	42256	Accept the delivery of the County Auditor's Monthly Report for August 2025 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.	Y	Y	Y	Y	Y
9/30/2025	42257	Authorize the execution of Social Service Agency contracts as approved in the Fiscal Year 2026 budget.	Y	Y	Y	Y	Y
9/30/2025	42258	Authorize the submission of a grant application to the FY26 Texas Comptroller, Rural Law Enforcement Grants - Sheriff's Office Program in the amount of $500,000.00.	Y	Y	Y	Y	Y
9/30/2025	42259	Accept donations totaling $3,100.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.	Y	Y	Y	Y	Y
9/30/2025	42260	Authorize the Commissioner Precinct 1 Office to support Centro Cultural Hispano de San Marcos in an amount of $1,000.00 in support of community activities.	Y	Y	Y	Y	Y
9/30/2025	42261	Approve out-of-state travel for the County Administrator, Kandice Boutté, to attend the International City/County Manager Association (ICMA) Annual Conference to be held in Tampa, Florida from October 25th - 29th, 2025.	Y	Y	Y	Y	Y
9/30/2025	42262	Approve out-of-state travel for Crime Analyst Brandy Schiber to attend the Operation Sentry Conference on November 6, 2025, in New York, New York.	Y	Y	Y	Y	Y
9/30/2025	42263	Authorize the execution of an agreement between Axon Enterprises Inc. and Hays County, effective October 1, 2025.	Y	Y	Y	Y	Y
9/30/2025	42264	Authorize payment to BIS Consulting, LLC in the amount of $2,475.00 for the Truth in Taxation software used by the Tax Assessor, where no purchase order was obtained prior to the annual renewal as required by the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
9/30/2025	42265	Authorize payment to TheraNest, LLC dba Ensora Health in the amount of $505.00 for their annual software subscription and their monthly fee for telehealth subscriptions where no purchase order was obtained as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
9/30/2025	42266	Authorize payment to RCM Equipment Company, LLC related to a replacement part for the Transportation Departments paving machine (unit 9731) in the amount of $14,301.46 and amend the budget accordingly.	Y	Y	Y	Y	Y
9/30/2025	42267	Authorize the execution of a contract extension for RFP 2020-P08 Election Form Printing Services with AMG Printing & Mailing for a period not to exceed fifty-four days, effective September 7, 2025.	Y	Y	Y	Y	Y
9/30/2025	42268	Authorize the execution of Contract Amendment 2 with JM Engineering, LLC., removing the maintenance of five traffic counters, reducing the overall contract by 17%, pursuant to RFP 2020-P15 Traffic Counter Inspection & Maintenance.	Y	Y	Y	Y	Y
9/30/2025	42269	Authorize the execution of Contract Amendment 2 with SI Mechanical, LLC pursuant to RFP 2024-B06 HVAC - Preventative Maintenance & Repair Services, Countywide to remove the preventative maintenance and air filter replacements from eight (8) County buildings, reducing the overall total contract by 18%.	Y	Y	Y	Y	Y
9/30/2025	42270	Authorize the execution of an annual Service Support Plan with Conference Technologies, Inc. for the audio/visual system located at the Jail and Training Center in the amount $6,425.00.	Y	Y	Y	Y	Y
9/30/2025	42271	Authorize the execution of a three-year renewal agreement for the Hays County Criminal District Attorney's Office related to their HotDocs user licenses for document assembly software related to Child Protection Court Cases, effective September 25, 2025, and authorize a waiver to the purchasing policy of obtaining three quotes.	Y	Y	Y	Y	Y
9/30/2025	42272	Authorize the execution of contracts for the Hays County Court at Law Mental Health Specialty Court Program with A Better Boat, LLC; Axis of Mental Healthcare, PLLC; C. Nichol Mueller-McMorris, LCSW; Evoke Wellness; Hiatus Wellness, LLC; Horton House, 501c3; Lisa Hinson, LCDC; Moonstone Counseling, PLLC; Nova Recovery Center; Philip Carolina; Revive Recovery Sober Living; and Youth Advocate Programs, Inc. totaling $242,180.00 for the fiscal year 2026.	Y	Y	Y	Y	Y
9/30/2025	42273	Authorize the execution of Memorandum of Understandings for the Assisted Outpatient Treatment Program with Texas Oaks Psychiatric Hospital, dba Austin Oaks Hospital; Axis of Mental Healthcare, PLLC; Evoke Wellness; and Philip Carolina for the Fiscal Year 2026.	Y	Y	Y	Y	Y
9/30/2025	42274	Authorize the execution of a renewal agreement with Thomson Reuters-West Publishing for Westlaw Patron Access online legal research services for use by Hays County Law Library patrons with funds budgeted for FY2026 and a monthly commitment of $3,714.51.	Y	Y	Y	Y	Y
9/30/2025	42275	Authorize the execution of a renewal agreement for Westlaw Remote Patron Access for use by Hays County Law Library patrons conducting limited online legal research outside the Law Library with funds budgeted for FY2026 and a monthly commitment of $1,395.45.	Y	Y	Y	Y	Y
9/30/2025	42276	Authorize the execution of a renewal agreement for $36,774.72 Westlaw online legal research services for use by Hays County Courts judges and staff.	Y	Y	Y	Y	Y
9/30/2025	42277	Authorize the acceptance of a continuation grant award from the Substance Abuse and Mental Health Services Administration, Assisted Outpatient Treatment Grant Program in the amount of $499,722.00.	Y	Y	Y	Y	Y
9/30/2025	42278	Approve use of county grounds by the Hill Country Cook-Off Association for additional 2025 events.	Y	Y	Y	Y	Y
9/30/2025	42279	Designate Tuesday of every week as the regular term of the Hays County Commissioners Court for purposes of convening in Fiscal Year 2026, with the exception of October 7th and 21st, November 4th, 11th, and 25th, December 9th, 23rd, and 30th, 2025 as those dates have been previously canceled by the Court.	Y	Y	Y	Y	Y
9/30/2025	42280	Approve the cancellation of the Hays County Commissioners Court on the following dates in 2026: January 13 and 27, February 10 and 17, March 3 and 17, April 7 and 21, May 5 and 19, June 2, 16 and 30, July 14 and 21, August 25, September 8 and 22, October 6 and 20, November 3, 17 and 24, December 8, 22 and 29.	Y	Y	Y	Y	Y
9/30/2025	42281	Approve Utility Permits.	Y	Y	Y	Y	Y
9/30/2025	42282	Approve out-of-state travel to New York, New York for the County Auditor, Marisol Villarreal-Alonzo, and Commissioner Debbie Gonzales-Ingalsbe as authorized officials to attend the pricing of the Combination Tax Revenue Certificates of Obligation, Series 2025.	Y	Y	Y	Y	Y
9/30/2025	42283	Adopt an order authorizing the issuance and sale of one or more series of Hays County, Texas Combination Tax and Revenue Certificates of Obligation, in the aggregate principal amount not to exceed $240,000,000 for the construction, design, improvement, extension, expansion, upgrade and development of county roads and the acquisition of land and right-of-way therefore; levying a tax in payment thereof and further securing said Certificates by a lien on and pledge of the pledged revenues of the Solid Waste Management System; providing for the sale and delivery of the Certificates in accordance with specified parameters, including the approval and distribution of an Official Statement; delegating the authority to certain members of the Commissioners Court and County staff to execute certain documents relating to the sale of the Certificates; authorizing the execution and delivery of documents and agreements in connection therewith; and enacting other provisions relating thereto. The road projects include certain of the road projects in the 2024 road bond program, including approximately 30 road projects related to safety, mobility and connectivity and are further described in the List of Road Projects posted herewith. The County estimates the tax levy will cause a tax rate increase of $0.02 per $100 assessed value.	Y	Y	Y	Y	Y
9/30/2025	42284	Authorize the execution of an Access Easement Agreement between Hays County and Hays Consolidated Independent School District related to road improvements along Beacon Hill Road (also known as CR 146) in Precinct Four.	Y	Y	Y	Y	Y
9/30/2025	42285	Call for a public hearing on October 14, 2025 to establish "No Parking" zones along Tubman Drive, Smithsonian Lane, and Niagara Falls Lane.	Y	Y	Y	Y	Y

9/30/2025	42286	Accept road construction and surface drainage improvements, accept the maintenance bond #PB03016801216 in the amount of $2,499.87, and accept the revegetation bond #PB03016801028 in the amount of $7,777.00 for the Caliterra Subdivision, Phase 2, Section 7.	Y	Y	Y	Y	Y
9/30/2025	42287	Approve the Ellington Subdivision Preliminary Plan (PLN-2511-PRE).	Y	Y	Y	Y	Y
9/30/2025	42288	Approve the Cliffs at Onion Creek, Lot 1A and Lot 1B Cancellation (PLN-2746-PC).	Y	Y	Y	Y	Y
9/30/2025	42289	Ratify approval of the Hays Country Oaks, Sec 2, Lot 1 Replat (PLN-2735-PC).	Y	Y	Y	Y	Y
9/30/2025	42290	Adopt the Hays County FY 2026 Holiday Calendar.	Y	Y	Y	Y	Y
9/30/2025	42291	Authorize the execution of a Renewal Amendment and Order Form with Fifth Asset, Inc. dba Debtbook for Lease and Subscription Based Information Technology Arrangement (SBITA) Management Software for compliance services related to Government Accounting Standards Board (GASB) Statements 87 and 96.	Y	Y	Y	Y	Y
9/30/2025	42292	Modify the 1A102 Equal Employment Opportunity Policy of the personnel policies effective September 30, 2025.	Y	Y	Y	Y	Y
9/30/2025	42293	Modify the 1A111 Dress Code & Conduct Policy of the personnel policies effective September 30, 2025.	Y	Y	Y	Y	Y
9/30/2025	42294	Change the Fair Labor Standards Act (FLSA) classification for identified positions effective October 1, 2025.	Y	Y	Y	Y	Y
9/30/2025	42295	Authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.	Y	Y	Y	Y	Y
9/30/2025	42296	Authorize the execution of the Texas Association of Counties 2026 Employee Health Benefits Renewal Agreement, pursuant to RFP 2024-P11 Employee Group Health, Dental, and Employee Assistance Plans.	Y	Y	Y	Y	Y
9/30/2025	42297	Dissolve the Hays County Benefits Committee.	Y	Y	Y	Y	Y
9/30/2025	42298	Approve the Benefits Manager's unused vacation time to roll forward into FY26, with the requirement that it be used by March 31, 2026.	Y	Y	Y	Y	Y
9/30/2025	42299	Pay accrued compensatory hours for Fire Marshal Steve Seddig to be in compliance with federal labor laws and amend the budget accordingly.	Y	Y	Y	Y	Y
9/30/2025	42300	Authorize the execution of a Memorandum of Understanding between Hays County and the City of Kyle related to the development of a County administrative facility, participation in a City-led animal services facility, and investment into the Kyle Vista Park improvements.	Y	Y	Y	Y	Y
9/30/2025	42301	Accept and approve the nominations of the participating municipalities and school districts for their membership to the Hays County Public Health Advisory Board.	Y	Y	Y	Y	Y
9/30/2025	42302	Approve the Assessment and Collection Agreements with Hays County MUD #11.	Y	Y	Y	Y	Y
9/30/2025	42303	Award RFP 2025-P08 Countywide Printing to AMG Printing and Mailing and authorize staff, the Purchasing Agent, and the District Attorney Civil Division to negotiate a contract.	Y	Y	Y	Y	Y
9/30/2025	42304	Authorize the execution of a Professional Services Agreement with Tania Glenn & Associates, PA to provide assessments and therapy for first responders employed by Hays County after and as a result of critical incidents and requested by the Hays County Sheriff.	Y	Y	Y	Y	Y
9/30/2025	42305	Adopt an order authorizing the sale of fireworks beginning the five days before the first day of Diwali and ending at midnight on the last day of Diwali (October 15-October 21, 2025); and also adopt an order prohibiting the sale or use of restricted fireworks in the unincorporated area of the County.	Y	Y	Y	Y	Y
9/30/2025	42306	Authorize the following relocation of offices located in the Historical Courthouse at 111 E. San Antonio Street, San Marcos, Texas: - Texas Alcoholic Beverage Commission (TABC) from Suite 100 to Historical Classroom 101. - Veteran's Services from Suite 200 to Suite 100 (current TABC suite). - County Administrator's Office from Suite 204 to Suite 200 (current Veteran's Services suite). - Commissioner, Precinct #3's satellite office from Suite 303 to Suite 204 (current County Administrator's suite). - Add Suite 302 (current flex space) and Suite 303 (current Commissioner, Precinct #3's satellite office) as additional office space to the Civil Division of the Criminal District Attorney's Office (this is in addition to their current office space). - Suite 205 will become flex space. - Suite 203 (employee breakroom) will remain as-is unless otherwise needed in the future. to be effective January 30, 2026.	Y	Y	Y	Y	Y
9/30/2025	42307	Authorize Countywide Operations and the County Administrator's Office to negotiate a lease agreement with the Texas Alcoholic Beverage Commission (TABC) related to office space located at 111 E. San Antonio Street, San Marcos, Texas, 78666.	Y	Y	Y	Y	Y
9/30/2025	42308	Adopt a resolution and authorize the use of the power of eminent domain to acquire fee simple title to approximately 0.1681 acre, owned by RING Co. Inc. and which is required for the construction of the proposed Windy Hill Road roadway improvement project in Precinct 1 and take other appropriate action (Parcel 5).	Y	Y	Y	Y	Y
9/30/2025	42309	Adopt a resolution and authorize the use of the power of eminent domain to acquire fee simple title to approximately 0.0318 acre, owned by Marisol Castillo Ortega and which is required for the construction of the proposed Windy Hill Road roadway improvements project in Precinct 2 and take other appropriate action (Parcel 20).	Y	Y	Y	Y	Y
9/30/2025	42310	Adopt a resolution and authorize the use of the power of eminent domain to acquire fee simple title to approximately 0.0633 acre, owned by 4303 Medical Parkway, LLC. and which is required for the construction of the proposed Windy Hill Road roadway improvements project in Precinct 1 and take other appropriate aciton (Parcel 41).	Y	Y	Y	Y	Y

HAYS COUNTY COMMISSIONERS COURT MINUTES

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OCTOBER 14, 2025

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14th DAY OF OCTOBER A.D., 2025, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
MORGAN HAMMER	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ROXANNE RODRIGUEZ	CHIEF DEPUTY COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
https://www.hayscountytx.gov/commissioners-court-live-stream
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Pastor Darius Todd gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Sam Benavides, Naomi Testamicael, and Amy Kamp made public comments in favor of the cancellation of the Flock Safety Cameras. Jon Leonard made a public comment concerning the voting locations and election statistics. Claudia Zapata, Alyssa Garza, C.J. Cetina, and Amanda Rodriguez spoke against the Flock Safety Cameras. Linda K. Rogers, Vice President of the Hays Trinity Groundwater Conservation District, made a public comment in support of the appointment of Keith Miller as Board Director of the Hays Trinity Groundwater Conservation District. Kathi Thomas made a public comment in support of terminating the Flock Safety Cameras and against the removal of certain voting locations.

42311 Adopt a Proclamation recognizing October 2025 as Mediation Awareness Week.

Martha Joyce, Director at Central Texas Dispute Resolution Center, spoke about the organization and thanked the court for its continuous support. The court thanked the organization for their hard work and dedication.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing October 2025 as Mediation Awareness Week.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42312 Adopt a Proclamation recognizing October 2025 as Domestic Violence Awareness Month.

Commissioner Smith noted a few typos in the Proclamation that need to be corrected. Holly Cunningham-Kizer, Chief Development Officer for the Hays-Caldwell Womens Center, thanked the court and spoke about the organization's dedication and services provided to the county. Commissioner Smith spoke about how the funds from the American Rescue Plan Act (ARPA) were able to assist with the expansion of the second new center. The court thanked the organization.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to adopt a Proclamation recognizing October 2025 as Domestic Violence Awareness Month.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42313 Adopt a Proclamation recognizing October 2025 as Breast Cancer Awareness Month.

Matthew Gonzales, Hays County Health Department Director, thanked the court for their sponsorship and introduced David Wiley, Grant Consultant with Community Action. Wiley thanked the court, provided health-related statistics, and spoke about the various health screening programs Community Action has to offer for the community. The court thanked the organization for all its hard work and dedication to giving back to the community.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing October 2025 as Breast Cancer Awareness Month.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42314 Adopt a Proclamation recognizing October 20--24, 2025 as Bus Safety Week in Hays County.

Commissioner Cohen clarified the corrected date to March 22, 2024, and spoke about the importance of bus safety. Commissioner Smith stated after speaking with local school districts in Precinct 4 that there is a large shortage of bus drivers and encouraged the public to inquire about the positions.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to adopt a Proclamation recognizing October 20--24, 2025 as Bus Safety Week in Hays County.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42315 Adopt a Proclamation recognizing October 19-25, 2025 as Texas Native Plant Week in Hays County.

Laura Leggett, President of the Native Plant Society of Texas, Hill Country Chapter, thanked the court for the recognition and spoke about various new policies. Leggett invited the public to visit stores in the county in Dripping Springs at 290 and 12, Nutty Brown, and Kyle Store on Saturday and Sunday, October 18th and 19th. Commissioner Smith spoke about the current issues residents are facing with Homeowner Association fees. The court thanked the organization.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation recognizing October 19-25, 2025 as Texas Native Plant Week in Hays County.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42316 Approve payments of County invoices.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42317 Approve the payment of Juror disbursements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of Juror disbursements.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42318 Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42319 Approve the payment of the October 31, 2025 payroll disbursements in an amount not to exceed $5,900,000.00 effective October 31, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the payment of the October 31, 2025 payroll disbursements in an amount not to exceed $5,900,000.00 effective October 31, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42320 Approve Commissioners Court Minutes of September 2, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Commissioners Court Minutes of September 2, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42321 Approve the August 2025 Treasurer's Report.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the August 2025 Treasurer's Report.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42322 Authorize corrections to the Fiscal Year 2025 purchase order rollover list to the FY 2026 budget and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize corrections to the Fiscal Year 2025 purchase order rollover list to the FY 2026 budget and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42323 Authorize additional continuing education funds for the District Clerk's Office related to the 2025 County and District Clerk's Association of Texas Fall Conference and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize additional continuing education funds for the District Clerk's Office related to the 2025 County and District Clerk's Association of Texas Fall Conference and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42324 Authorize the Civil Service Department to utilize existing funds for consumable items related to the Sheriff's Office promotional third-party assessment panel.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Civil Service Department to utilize existing funds for consumable items related to the Sheriff's Office promotional third-party assessment panel.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42325 Accept the resignation of David Smith from the Board of Directors of the Hays Trinity Groundwater Conservation District, District 1, and, pursuant to Section 8843.055 of the Texas Special District and Local Laws Code, to appoint Keith Miller to serve the remainder of the term, effective immediately.

Commissioner Smith thanked David Smith for his service to the Hays Trinity Groundwater Conservation Board and thanked Keith Miller for accepting the new position.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the resignation of David Smith from the Board of Directors of the Hays Trinity Groundwater Conservation District, District 1, and, pursuant to Section 8843.055 of the Texas Special District and Local Laws Code, to appoint Keith Miller to serve the remainder of the term, effective immediately.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42326 Authorize the acceptance of a grant award from the Office of the Governor, FY26 Criminal Justice Grant Program in the amount of $109,476.89.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a grant award from the Office of the Governor, FY26 Criminal Justice Grant Program in the amount of $109,476.89.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42327 Authorize the submission of an intent to apply form to the Texas Water Development Board, Flood Infrastructure Fund for Community Flood Mitigation Planning Project.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the submission of an intent to apply form to the Texas Water Development Board, Flood Infrastructure Fund for Community Flood Mitigation Planning Project.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42328 Authorize Facilties and Resource Management to purchase one new Hazmat Storage Cabinet in the amount of $1,593.66 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Facilties and Resource Management to purchase one new Hazmat Storage Cabinet in the amount of $1,593.66 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42329 Authorize Facilties and Resource Management to purchase one (1) replacement Dell Pro 16 Plus PB16250 Laptop valued at $1,304.94 for the Facilities Lead and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize Facilties and Resource Management to purchase one (1) replacement Dell Pro 16 Plus PB16250 Laptop valued at $1,304.94 for the Facilities Lead and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42330 Authorize the execution of the Texas Association of Counties Health and Employee Benefits Pool Interlocal Participation Agreement Renewal.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the Texas Association of Counties Health and Employee Benefits Pool Interlocal Participation Agreement Renewal.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42331 Authorize the execution of a contract extension to the Professional Services Agreement between Hays County and Christus Santa Rosa Hospital - San Marcos, for a period not to exceed thirty-one (31) days.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract extension to the Professional Services Agreement between Hays County and Christus Santa Rosa Hospital - San Marcos, for a period not to exceed thirty-one (31) days.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42332 Approve specifications for RFP 2026-P02 Property Tax Collection Software and authorize Purchasing to advertise and solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve specifications for RFP 2026-P02 Property Tax Collection Software and authorize Purchasing to advertise and solicit for proposals.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42333 Authorize payment to Emocha Mobile Health Inc. for the Health Departments TB Program in the amount of $7,800.00 for access to the FY 2025 Directly Observed Therapy Software in which no purchase order was obtained as required per the Hays County Purchasing Policy, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment to Emocha Mobile Health Inc. for the Health Departments TB Program in the amount of $7,800.00 for access to the FY 2025 Directly Observed Therapy Software in which no purchase order was obtained as required per the Hays County Purchasing Policy, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42334 Authorize the execution of contract renewal three for RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc., effective October 11, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of contract renewal three for RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc., effective October 11, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42335 Approve the renewal of RFP 2023-P08 Pre-Trial Services Case Management Software with Corrections Software Solutions, LP for two (2) additional years, effective August 8, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the renewal of RFP 2023-P08 Pre-Trial Services Case Management Software with Corrections Software Solutions, LP for two (2) additional years, effective August 8, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42336 Authorize the execution of an agreement between Axon Enterprise, Inc. and Hays County, effective 12/1/2025, for fiscal year 2026 Law Enforcement positions for the Sheriff's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an agreement between Axon Enterprise, Inc. and Hays County, effective 12/1/2025, for fiscal year 2026 Law Enforcement positions for the Sheriff's Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42337 Authorize additional travel funds of $200.52 for the Sheriff's Office related to Community Outreach and Inventory travel for fiscal year 2025 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize additional travel funds of $200.52 for the Sheriff's Office related to Community Outreach and Inventory travel for fiscal year 2025 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42338 Authorize payment of $1,408.58 to Card Service Center for the Sheriff's Office related to criminal investigation expenses where no purchase order was issued as required per the Hays County Purchasing policy and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment of $1,408.58 to Card Service Center for the Sheriff's Office related to criminal investigation expenses where no purchase order was issued as required per the Hays County Purchasing policy and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42339 Authorize telephone allowances for slots 0507-001 Multi-Media Specialist, and 0474-001 Office of Professional Responsibility Inspector, effective 10/1/25 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize telephone allowances for slots 0507-001 Multi-Media Specialist, and 0474-001 Office of Professional Responsibility Inspector, effective 10/1/25 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Authorize the execution of Amendment #2 Order Form between Hays County and Flock Group, Inc. related to Flock Safety equipment approved by the Commissioners Court on February 11, 2025.

Alejandra Rodriguez, Deputy County Clerk, read emailed public comments from the following individuals: Elizabeth Arceneaux, Jeff Thompson and Representative Erin Zwiener, against the proposed contract with Flock Safety Cameras.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to authorize the execution of Amendment #2 Order Form between Hays County and Flock Group, Inc. related to Flock Safety equipment approved by the Commissioners Court on February 11, 2025.

AYE: Commissioner Hammer, Commissioner Smith

NAY: Commissioner Ingalsbe, Commissioner Cohen, Judge Becerra

2 - 3 Failed

42340 Authorize the execution of the FY 2026 Capital Area Council of Governments (CAPCOG) Interlocal Agreement for 9-1-1 Geographic Information System (GIS) Database Management with the Capital Area Emergency Communications District (CAECD) for emergency communications and GIS services to be provided by Hays County with no County matching funds required.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the FY 2026 Capital Area Council of Governments (CAPCOG) Interlocal Agreement for 9-1-1 Geographic Information System (GIS) Database Management with the Capital Area Emergency Communications District (CAECD) for emergency communications and GIS services to be provided by Hays County with no County matching funds required.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42341 Approve Utility Permits.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42342 Authorize execution of a Letter Amendment to the Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize execution of a Letter Amendment to the Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42343 Approve renewal of the Microsoft Enterprise Enrollment Agreement with SHI Governmental Solutions for three (3) additional years, effective October 1st, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve renewal of the Microsoft Enterprise Enrollment Agreement with SHI Governmental Solutions for three (3) additional years, effective October 1st, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42344 Authorize the execution of a replat application for the property located at 810 South Stagecoach Trail, San Marcos, Texas 78666.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a replat application for the property located at 810 South Stagecoach Trail, San Marcos, Texas 78666.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42345 Approve the execution of a Second Amendment to the Professional Services Contract between Hays County and Neighborhood Defender Service, Inc. (NDS).

Commissioner Smith asked for verifiable information to ensure defendants are getting services provided by the county in the most useful form. Vickie Dorsett, Budget Officer, stated this item is a renewal of the current services provided as well as an expansion of adding 2 new positions and additional operational costs. Stephanie Hunt, Purchasing Agent, stated the contract would need to be re-bid at a later point.

Kandice Boutte, County Administrator, stated her office is able to work with the Purchasing Department to create an amendment for FY26 that would reflect certain metrics. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, stated there will be a correction to the finalized document to reflect the wording "annually."

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the execution of a Second Amendment to the Professional Services Contract between Hays County and Neighborhood Defender Service, Inc. (NDS).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42346 Approve the execution a bargain sale letter on behalf of Hays County to Mary Jane Wood and Jeri Susan Wood, and acknowledge and accept into the official record the executed General Warranty Deed and accompanying closing documents for the farm and ranch contract executed on September 2, 2025, and closed on October 3, 2025, for the property located near Jacobs Well & Karst Canyon in Precinct 3 (Jacobs Well Acres, Section 2, Lot 1).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the execution a bargain sale letter on behalf of Hays County to Mary Jane Wood and Jeri Susan Wood, and acknowledge and accept into the official record the executed General Warranty Deed and accompanying closing documents for the farm and ranch contract executed on September 2, 2025, and closed on October 3, 2025, for the property located near Jacobs Well & Karst Canyon in Precinct 3 (Jacobs Well Acres, Section 2, Lot 1).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42347 Authorize the County Judge to support the Hill Country Cook-Off Association (HCCO) in the amount of $500.00 for a community event benefiting Hometown Boxer Michael Trejo.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to support the Hill Country Cook-Off Association (HCCO) in the amount of $500.00 for a community event benefiting Hometown Boxer Michael Trejo.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Hold a public hearing with possible action to establish "No Parking" zones along Tubman Drive, Smithsonian Lane, and Niagara Falls Lane.

Judge Becerra opened the public hearing at 11:53 a.m. Michael Garemko, Board of Directors of Anthem Community MUD, made a public comment urging the court to approve a no parking zone for the area. Judge Becerra closed the public hearing at 11:56 p.m. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, stated the item is being tabled due to a lack of public notice. No action taken.

42348 Discussion and possible action to call for a public hearing on October 28, 2025 to establish a "No Parking" zone along Windy Hill Drive for the Valor School.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to call for a public hearing on October 28, 2025 to establish a "No Parking" zone along Windy Hill Drive for the Valor School.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42349 Discussion and possible action to authorize the execution of Work Authorization No. 9 for Fiscal Year 2026 between Hays County and HNTB Corporation for $656,676.00 to continue providing General Engineering Consultant (GEC)/ Program Management services for the Hays County 2016 Road Bond Program pursuant to RFQ 2021-Q07 General Engineering Consultant - Road Bond 2016, effective October 1, 2025.

Commissioner Cohen stated that this authorization allows the continuation of work that began in 2016. Kandice Boutte, County Administrator, stated she has not been involved in the process. Judge Becerra stated that he would like Boutte to oversee contracts within the Transportation Department for the time being, until a permanent director is selected. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, clarified to Judge Becerra that she is to construct an agenda item tied to including Boutte. Stephanie Hunt, Purchasing Agent, stated this item is brought to court every fiscal year to approve the work the company will be doing for the year and not to exceed the amount.

A motion was made by Commissioner Hammer, seconded by Commissioner Cohen to authorize the execution of Work Authorization No. 9 for Fiscal Year 2026 between Hays County and HNTB Corporation for $656,676.00 to continue providing General Engineering Consultant (GEC)/ Program Management services for the Hays County 2016 Road Bond Program pursuant to RFQ 2021-Q07 General Engineering Consultant - Road Bond 2016, effective October 1, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42350 Discussion and possible action to authorize the execution of Work Authorization No. 10 for Fiscal Year 2026 between Hays County and HNTB Corporation for $809,960.00 to continue providing General Engineering Consultant (GEC)/ Program Management services for the Hays County Transportation Department, effective October 1, 2025, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).

Stephanie Hunt, Purchasing Agent, stated that the original item was issued under a discretionary exemption for professional services and that the engineer was selected accordingly. Judge Becerra clarified that this item is a continuation and that the companies were selected from a pre-qualified pool.

A motion was made by Commissioner Cohen, seconded by Commissioner Hammer to authorize the execution of Work Authorization No. 10 for Fiscal Year 2026 between Hays County and HNTB Corporation for $809,960.00 to continue providing General Engineering Consultant (GEC)/ Program Management services for the Hays County Transportation Department, effective October 1, 2025, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42351 Discussion and possible action to authorize the execution of Contract Amendment No. 3 in the amount of $19,720.00 to the Professional Services Agreement between Hays County and Halff Associates, Inc. for right-of-way acquisition services on the RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive project in Precinct 3; pursuant to RFQ 2021-Q02 Professional Right-of-Way Services, and amend the budget accordingly.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of Contract Amendment No. 3 in the amount of $19,720.00 to the Professional Services Agreement between Hays County and Halff Associates, Inc. for right-of-way acquisition services on the RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive project in Precinct 3; pursuant to RFQ 2021-Q02 Professional Right-of-Way Services, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42352 Discussion and possible action to authorize the execution of a Temporary Construction Easement agreement between Hays County and Qualico Developments (U.S.), Inc., regarding the construction of Posey Road extension road improvements on County-owned property.

Marcus Pacheco, Development Services Director, stated this is an agreement request regarding a temporary construction easement. Commissioner Ingalsbe recused herself from the vote. Kevin Fleming, Qualico Communities Vice President, provided background for the court on the easement and stated there will be 886 rooftops added to the community.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a Temporary Construction Easement agreement between Hays County and Qualico Developments (U.S.), Inc., regarding the construction of Posey Road extension road improvements on County-owned property.

AYE: Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

42353 Discussion and possible action on the termination of all contracts with Flock Safety.

Jonathan Steinberg made a public comment stating his concerns about the Flock Safety cameras and urged the court to vote against it. Alejandra Rodriguez, Deputy County Clerk, read emailed public comments from the following individuals: Tyler Owen emailed a public comment urging the court to renew the agreement with the Flock Safety Cameras, and Chase Stapp emailed a public comment against the termination of the Flock Safety cameras. Commissioner Ingalsbe expressed serious concerns from constituents regarding the Flock Camera System, and stated she is ready to take action with the possibility of looking at other avenues. Commissioner Cohen gave her appreciation for the calls and emails regarding this issue, and stated she feels any company working with the county should uphold the ethical values of the county. Cohen stated she would like to find a middle ground where all issues are addressed and feels it is time to make a decision. Commissioner Hammer stated this is a tool that law enforcement has the ability to use and would not compromise public safety. Commissioner Smith stated this is an issue of weighing the pros and cons, but more specifically, of public safety. Judge Becerra spoke about the concerns the community has brought in court and stated the community should feel supported with a transparent process. The court had further discussion regarding the Flock Safety camera systems.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to terminate all contracts with Flock Safety.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Judge Becerra

NAY: Commissioner Hammer, Commissioner Smith

3 - 2 Passed

42354 Discussion and possible action to authorize the execution of a First Amendment between Hays County and Corrections Software Solutions, LP (CSS) for utilization by the County Court at Law Specialty Courts pursuant to RFP 2023-P08, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a First Amendment between Hays County and Corrections Software Solutions, LP (CSS) for utilization by the County Court at Law Specialty Courts pursuant to RFP 2023-P08, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42355 Discussion and possible action to approve the revised Hays County Travel Policy.

Kandice Boutte, County Administrator, spoke about the revisions made to the travel policy. Judge Becerra provided Boutte suggestions to be included in the policy. Commissioner Smith asked if the rates in the policy could be addressed per diem or annually. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, provided the court with proper wording to be added to the policy to ensure the rate revision is conducted. Commissioner Cohen thanked all involved in the revision process of the policy.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve the revised Hays County Travel Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42356 Discussion and possible action to approve an amendment to the current Hays County Salary Exception Policy effective October 1, 2025.

Kandice Boutte, County Administrator, stated that staff discussed adding language to address discrepancies between the department head and HR, which will help create a more efficient process.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve an amendment to the current Hays County Salary Exception Policy effective October 1, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42357 Discussion and possible action to authorize the County Auditor to obtain a credit card in the amount of $8,000.00, and cancel the additional travel credit card from the Purchasing Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Auditor to obtain a credit card in the amount of $8,000.00, and cancel the additional travel credit card from the Purchasing Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42358 Discussion and possible action to award and execute a contract for IFB 2025-B11 Cemetery Maintenance with Grass Works Lawn Care, effective November 1, 2025 at $101,456.00 annually and amend the budget accordingly.

Stephanie Hunt, Purchasing Agent, stated that Phillips Cemetery has emailed and is requesting to no longer be included in the county maintenance and has asked to be reimbursed for the work already done. Commissioner Smith provided background of why Phillips Cemetery has requested to no longer be included and suggested other ways to accommodate other cemeteries in the future. Tammy Crumley, Director of Countywide Operations, stated that within this contract 14 cemeteries are maintained. The court had further discussion regarding the maintenance of the cemeteries.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to award and execute a contract for IFB 2025-B11 Cemetery Maintenance with Grass Works Lawn Care, effective November 1, 2025 at $101,456.00 annually and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42359 Discussion and possible action to award and execute a contract for IFB 2025-B12 Roadway Striping to D.I.J. Construction, Inc. to perform roadway striping services throughout the County on an as-needed basis.

A motion was made by Commissioner Hammer, seconded by Commissioner Cohen to award and execute a contract for IFB 2025-B12 Roadway Striping to D.I.J. Construction, Inc. to perform roadway striping services throughout the County on an as-needed basis.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42360 Discussion and possible action to execute a Service Contract between Hays County and AMG Printing & Mailing pursuant to RFP 2025-P08 Countywide Printing.

A motion was made by Commissioner Hammer, seconded by Commissioner Ingalsbe to execute a Service Contract between Hays County and AMG Printing & Mailing pursuant to RFP 2025-P08 Countywide Printing.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42361 Discussion and possible action to authorize the execution of an Agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to their Buyboard Contract 708-23 Auctioneer Services; approve the Purchasing Department to hold an online auction to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1); authorize the Purchasing Department to advertise; and authorize the Purchasing Department to properly dispose of items that are placed in the online auction but do not sell.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of an Agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to their Buyboard Contract 708-23 Auctioneer Services; approve the Purchasing Department to hold an online auction to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1); authorize the Purchasing Department to advertise; and authorize the Purchasing Department to properly dispose of items that are placed in the online auction but do not sell.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42362 Discussion and possible action to authorize the Health Department to use the remaining Employee Flu Shots for the public.

A motion was made by Commissioner Cohen, seconded by Commissioner Smith to authorize the Health Department to use the remaining Employee Flu Shots for the public.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42363 Discussion and possible action to adopt the Public Health Advisory Board (PHAB) Charter and nominate the Board Chair.

Matthew Gonzales, Hays County Health Department Director, stated the purpose of the Charter and felt the chair should be appointed by a member of the court.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to adopt the Public Health Advisory Board (PHAB) Charter and nominate Commissioner Cohen as the Board Chair.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note: Agenda Item #J-12 RE: *Discussion and possible action to authorize the execution of a three (3) year subscription Agreement and authorize payment of year 1 Invoice between Hays County and KnowledgeCity, Inc. for $26,134.50 effective October 14, 2025.* **- WAS PULLED.**

42364 Discussion and possible action regarding the RFQ 2025-Q01 Professional Services Pool.

Stephanie Hunt, Purchasing Agent, stated a conflict in one of the scores in the Professional Services Pool was brought to her attention. Hunt stated she removed the score in question and there were no changes to the pool. She informed the court that there were three data entry errors with transposed numbers which affected three companies. Hunt provided two options to the court for rectifying the issue. Commissioner Cohen stated she will be recusing herself from this discussion and abstaining from the vote. Marisol Villarreal-Alonzo, County Auditor, recommended canceling or terminating the pool based on audit risk findings. Judge Becerra suggested terminating the pool and creating a body that will review the selections. The court had further discussion with various suggestions on how to select a new committee.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to:
- Cancel RFQ 2025-Q01 Professional Services Pool.
- Re-solicit new pools for engineering Services, CE&I Services, Land Surveying Services, and Utility Coordination Services, which shall be brought to court on 10/28. Proposals will be due December 4, and reviewed during December with award in early January of 2026.
- During the interim of the cancellation of the new award, there will be a process developed to review qualifications of the firms pursuant to Government Code 2254 Professional Services, with the following professions: engineering and land surveying. That process will include selecting three firms who can potentially provide the services needed.

- Send them a specific scope of work for the particular project and give them a week to respond with their scope of services and fee schedule.
- Have an internal review process to score the proposal and then take those individually back to court for award and contract execution.
- Utility Coordination and CE&I Services will need to be reviewed on a case- by-case basis, depending on the depth of the service being initiated, some of which may include engineering services and may be awarded.
- Any current contracts that were executed under the current pool will be reviewed by the sitting Commissioner, the Auditor, the Office of Procurement, and Legal in order to determine how to move forward with those projects.
- The interim committee will be comprised of two individuals from the Transportation Department and the sitting Commissioner from that precinct.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith
NAY: Judge Becerra
3 - 1 Passed

42365 Discussion and possible action to approve the selection of Langford Community Management Services to provide grant writing services for the Flood Infrastrucure Fund (FIF) Program grant application for our Community Flood Mitigation Planning Project.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of Langford Community Management Services to provide grant writing services for the Flood Infrastrucure Fund (FIF) Program grant application for our Community Flood Mitigation Planning Project.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

Discussion and possible action to approve the selection of Halff Associates, Inc. to provide engineering services for the Flood Infrastrucure Fund (FIF) Program grant application for our Community Flood Mitigation Planning Project.

Stephanie Hunt, Purchasing Agent, stated that the Grants Department is currently reviewing all proposals in the engineering pool based on their knowledge of specific grants. Judge Becerra explained how the county would inform the public about how certain companies are chosen. Commissioner Smith stated that a minimum level was set for requirements, and that Halff Associates, Inc. has met those requirements. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, asked if this item could be tabled and be brought back at a later time along with the related item. No action taken.

Discussion and possible action to approve changes to election precincts resulting from redistricting maps approved in the 89th Legislative 2nd Special Session.

Jennifer Doinoff, Elections Administrator, stated this is an election precinct compliance which is typically done in March and April of odd years and the realignment of precincts for the congressional redistricting. Jonathan Steingberg made a public comment in favor of the revised maps. Doinoff provided the court with the updated changes to election precincts. Commissioner Smith stated that by statute there is a limit on voters per precinct, and that Precinct 4 will exceed that cap in the coming future. Doinoff stated all maps were sent out to party chairs on October 2 for review, to ensure no confusion for the public. Judge Becerra spoke about the public's confusion with the proposed maps, stating the maps were hard to find and there was no articulation to detail. Becerra proposed to have this item tabled to allow the community the ability to view the maps. Doinoff spoke about the difficulties of tabling this item due to the times the court is able to meet and to allow the Elections Office the time to prepare the maps. No action taken.

Clerk's Note: Judge Becerra called for a recess that began at 11:40 a.m. and resumed back into open court at 11:51 a.m.

42366 Discussion and possible action to approve the revised polling locations and schedule for the November 4, 2025 election as presented in the back-up documents, including the removal or relocation of the following locations: Sunfield Station, Driftwood Community Center, Dripping Springs ISD Center for Learning and Leadership, and the LBJ Student Center at Texas State University.

Alejandra Rodriguez, Deputy County Clerk, read emailed public comments from the following individuals: Jessica Durning, Jennifer King and Greg McCarty emailed public comments against the possible removal or relocation of polling locations. Commissioner Smith urged the court to not move any polling locations. Jennifer Doinoff, Elections Administrator, stated her office has worked tirelessly to ensure that any movement of locations would be the best possible outcome for the public. Commissioner Cohen stated that the lack of infrastructure in that precinct causes limitations for polling locations. Commissioner Ingalsbe expressed concern about the location of the LBJ Student Center. Commissioner Hammer asked when the last assessment was conducted. Judge Becerra asked Doinoff to clarify which locations are being affected. The court had further discussion regarding the polling locations and decided to reopen the item after Executive Session.

Clerk's Note: This item was reopened at 3:10 p.m.

Commissioner Smith provided the court with a motion regarding the relocation of polling locations.

A motion was made by Commissioner Smith, seconded by Judge Becerra to remove the Driftwood Community Center as a polling location, relocate the Sunfield Station polling location to the Holiday Inn Express located at 15295 Interstate 35 in Buda, next door to Sunfield Station, relocate the Dripping Springs ISD Center for Learning and Leadership polling location to Patriots Hall of Dripping Springs Wellness Center located at 231 Patriots Hall Blvd Dripping Springs Texas, and reiterate the polling location will remain at the normal location at the LBJ Student Center at Texas State University located at 301 Student Center Drive San Marcos Texas.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 1:34 p.m. and resumed back into open court at 3:12 p.m.

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Grease Lightning, Project Shirley Temple, Project Eagle Pro, and Project San Antonio. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:43 p.m. to 2:02 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Erik Granjeno, Human Resources Director; Stephanie Hunt, Purchasing Agent; Vickie Dorsett, Budget Officer; Emily Mathes, Hays Caldwell Economic Development Partnership (HCEDP) Director of Business Development; and Kandice Boutte, County Administrator. No action taken.

4 2 3 6 7 Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Munch. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 1:42 p.m. to 1:43 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow and Chase Young, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Marisol Villarreal-Alonzo, County Auditor; Erik Granjeno, Director of Human Resources; Stephanie Hunt, Purchasing Agent; Vickie Dorsett, Budget Officer; Jennifer Doinoff, Elections Administrator; and Kandice Boutte, County Administrator.

A motion was made by Commissioner Hammer, seconded by Commissioner Ingalsbe to forego the annual incentive payment to H.E.B. Grocery Company, L.P., in light of H.E.B.'s partial performance under the Chapter 381 Economic Development Agreement between Hays County and H.E.B. (otherwise known as Project Munch).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42368 Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment of an Interim Director of Transportation. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:04 p.m. to 2:15 p.m. were the Commissioners Court; Vickie Dorsett, Budget Officer; Erik Granjeno, Human Resources Director; and Aaron Jones, Interim Director of Transportation.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to appoint the field operations superintendent slot 1027-001 (Aaron Jones) as the interim Transportation Director, adding a $1,000 monthly salary stipend effective October 16, 2025, as discussed in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42369 Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving, but not limited to: *City of San Marcos and Hays County, Texas v. Pecos Housing Finance Corporation and Pleasanton Housing Finance Corporation* (Cause No. 25-1185-DCB in the 207th Judicial District Court in Hays County), including the possible engagement of appellate counsel.

Those present in Executive Session from 2:47 p.m. to 2:58 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Katherine Howard, and Chase Young, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist, Vickie Dorsett, Budget Officer; Kandice Boutte, County Administrator; Stephanie Hunt, Purchasing Agent; Jennifer Doinoff, Elections Administrator; and Erik Granjeno, Human Resources Director.

A motion was made by Commissioner Cohen, seconded by Commissioner Hammer to authorize the County Judge to execute an Attorney Employment Contract with Durham, Pittard & Spalding, LLP for purposes of engaging the firm for appellate representation in litigation related to City of San Marcos, City of Kyle and Hays County, Texas v. Pecos Housing Finance Corporation and Pleasanton Housing Finance Corporation.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving, but not limited to, DJ No. 204-76-240 between the United States of America and Hays County; and election polling places. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:18 p.m. to 2:47 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Chase Young, and Katherine Howard, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Vickie Dorsett, Budget Officer; Kandice Boutte, County Administrator; Stephanie Hunt, Purchasing Agent; Jennifer Doinoff, Elections Administrator; Michael Shaunessy, attorney with McGinnis Lochridge; and Erik Granjeno, Human Resources Director. No action taken.

Discussion related to the Hays County inmate population, to include current population counts and costs.

Judge Becerra read the Sheriff's update of the inmate population. The current maximum capacity is 410 inmates. Jail standards recommends we hold 10% open, lowering current capacity to 368 inmates. The jail's daily average was 580 with a peak of 584 inmates on October 5, 2025. The estimated cost for outsourcing inmates this week was $101,460. The average number of outsourced males is 153 and females is 0. The number of "paper-ready" inmates is 39 who are now wards of the state.

Clerk's Note: Agenda Item #M-2 RE: *Discussion and possible action related to the burn ban.* **- WAS PULLED.**

Clerk's Note: Agenda Item #M-3 RE: *Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* **- WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 3:16 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on OCTOBER 14, 2025.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

Elaine H Cárdenas

ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS COURT OF
HAYS COUNTY, TEXAS

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
10/14/2025	42311	Adopt a Proclamation recognizing October 2025 as Mediation Awareness Week.	Y	Y	Y	Y	Y
10/14/2025	42312	Adopt a Proclamation recognizing October 2025 as Domestic Violence Awareness Month.	Y	Y	Y	Y	Y
10/14/2025	42313	Adopt a Proclamation recognizing October 2025 as Breast Cancer Awareness Month.	Y	Y	Y	Y	Y
10/14/2025	42314	Adopt a Proclamation recognizing October 20–24, 2025 as Bus Safety Week in Hays County.	Y	Y	Y	Y	Y
10/14/2025	42315	Adopt a Proclamation recognizing October 19-25, 2025 as Texas Native Plant Week in Hays County.	Y	Y	Y	Y	Y
10/14/2025	42316	Approve payments of County invoices.	Y	Y	Y	Y	Y
10/14/2025	42317	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
10/14/2025	42318	Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
10/14/2025	42319	Approve the payment of the October 31, 2025 payroll disbursements in an amount not to exceed $5,900,000.00 effective October 31, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
10/14/2025	42320	Approve Commissioners Court Minutes of September 2, 2025.	Y	Y	Y	Y	Y
10/14/2025	42321	Approve the August 2025 Treasurer's Report.	Y	Y	Y	Y	Y
10/14/2025	42322	Authorize corrections to the Fiscal Year 2025 purchase order rollover list to the FY 2026 budget and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42323	Authorize additional continuing education funds for the District Clerk's Office related to the 2025 County and District Clerk's Association of Texas Fall Conference and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42324	Authorize the Civil Service Department to utilize existing funds for consumable items related to the Sheriff's Office promotional third-party assessment panel.	Y	Y	Y	Y	Y
10/14/2025	42325	Accept the resignation of David Smith from the Board of Directors of the Hays Trinity Groundwater Conservation District, District 1, and, pursuant to Section 8843.055 of the Texas Special District and Local Laws Code, to appoint Keith Miller to serve the remainder of the term, effective immediately.	Y	Y	Y	Y	Y
10/14/2025	42326	Authorize the acceptance of a grant award from the Office of the Governor, FY26 Criminal Justice Grant Program in the amount of $109,476.89.	Y	Y	Y	Y	Y
10/14/2025	42327	Authorize the submission of an intent to apply form to the Texas Water Development Board, Flood Infrastructure Fund for Community Flood Mitigation Planning Project.	Y	Y	Y	Y	Y
10/14/2025	42328	Authorize Facilties and Resource Management to purchase one new Hazmat Storage Cabinet in the amount of $1,593.66 and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42329	Authorize Facilties and Resource Management to purchase one (1) replacement Dell Pro 16 Plus PB16250 Laptop valued at $1,304.94 for the Facilities Lead and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42330	Authorize the execution of the Texas Association of Counties Health and Employee Benefits Pool Interlocal Participation Agreement Renewal.	Y	Y	Y	Y	Y
10/14/2025	42331	Authorize the execution of a contract extension to the Professional Services Agreement between Hays County and Christus Santa Rosa Hospital - San Marcos, for a period not to exceed thirty-one (31) days.	Y	Y	Y	Y	Y
10/14/2025	42332	Approve specifications for RFP 2026-P02 Property Tax Collection Software and authorize Purchasing to advertise and solicit for proposals.	Y	Y	Y	Y	Y
10/14/2025	42333	Authorize payment to Emocha Mobile Health Inc. for the Health Departments TB Program in the amount of $7,800.00 for access to the FY 2025 Directly Observed Therapy Software in which no purchase order was obtained as required per the Hays County Purchasing Policy, and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42334	Authorize the execution of contract renewal three for RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc., effective October 11, 2025.	Y	Y	Y	Y	Y
10/14/2025	42335	Approve the renewal of RFP 2023-P08 Pre-Trial Services Case Management Software with Corrections Software Solutions, LP for two (2) additional years, effective August 8, 2025.	Y	Y	Y	Y	Y
10/14/2025	42336	Authorize the execution of an agreement between Axon Enterprise, Inc. and Hays County, effective 12/1/2025, for fiscal year 2026 Law Enforcement positions for the Sheriff's Office.	Y	Y	Y	Y	Y
10/14/2025	42337	Authorize additional travel funds of $200.52 for the Sheriff's Office related to Community Outreach and Inventory travel for fiscal year 2025 and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42338	Authorize payment of $1,408.58 to Card Service Center for the Sheriff's Office related to criminal investigation expenses where no purchase order was issued as required per the Hays County Purchasing policy and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42339	Authorize telephone allowances for slots 0507-001 Multi-Media Specialist, and 0474-001 Office of Professional Responsibility Inspector, effective 10/1/25 and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42340	Authorize the execution of the FY 2026 Capital Area Council of Governments (CAPCOG) Interlocal Agreement for 9-1-1 Geographic Information System (GIS) Database Management with the Capital Area Emergency Communications District (CAECD) for emergency communications and GIS services to be provided by Hays County with no County matching funds required.	Y	Y	Y	Y	Y
10/14/2025	42341	Approve Utility Permits.	Y	Y	Y	Y	Y
10/14/2025	42342	Authorize execution of a Letter Amendment to the Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center.	Y	Y	Y	Y	Y
10/14/2025	42343	Approve renewal of the Microsoft Enterprise Enrollment Agreement with SHI Governmental Solutions for three (3) additional years, effective October 1st, 2025.	Y	Y	Y	Y	Y
10/14/2025	42344	Authorize the execution of a replat application for the property located at 810 South Stagecoach Trail, San Marcos, Texas 78666.	Y	Y	Y	Y	Y
10/14/2025	42345	Approve the execution of a Second Amendment to the Professional Services Contract between Hays County and Neighborhood Defender Service, Inc. (NDS).	Y	Y	Y	Y	Y
10/14/2025	42346	Approve the execution a bargain sale letter on behalf of Hays County to Mary Jane Wood and Jeri Susan Wood, and acknowledge and accept into the official record the executed General Warranty Deed and accompanying closing documents for the farm and ranch contract executed on September 2, 2025, and closed on October 3, 2025, for the property located near Jacobs Well & Karst Canyon in Precinct 3 (Jacobs Well Acres, Section 2, Lot 1).	Y	Y	Y	Y	Y
10/14/2025	42347	Authorize the County Judge to support the Hill Country Cook-Off Association (HCCO) in the amount of $500.00 for a community event benefiting Hometown Boxer Michael Trejo.	Y	Y	Y	Y	Y
10/14/2025	42348	Call for a public hearing on October 28, 2025 to establish a "No Parking" zone along Windy Hill Drive for the Valor School.	Y	Y	Y	Y	Y
10/14/2025	42349	Authorize the execution of Work Authorization No. 9 for Fiscal Year 2026 between Hays County and HNTB Corporation for $656,676.00 to continue providing General Engineering Consultant (GEC)/ Program Management services for the Hays County 2016 Road Bond Program pursuant to RFQ 2021-Q07 General Engineering Consultant - Road Bond 2016, effective October 1, 2025.	Y	Y	Y	Y	Y
10/14/2025	42350	Authorize the execution of Work Authorization No. 10 for Fiscal Year 2026 between Hays County and HNTB Corporation for $809,960.00 to continue providing General Engineering Consultant (GEC)/ Program Management services for the Hays County Transportation Department, effective October 1, 2025, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).	Y	Y	Y	Y	Y
10/14/2025	42351	Authorize the execution of Contract Amendment No. 3 in the amount of $19,720.00 to the Professional Services Agreement between Hays County and Halff Associates, Inc. for right-of-way acquisition services on the RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive project in Precinct 3; pursuant to RFQ 2021-Q02 Professional Right-of-Way Services, and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42352	Authorize the execution of a Temporary Construction Easement agreement between Hays County and Qualico Developments (U.S.), Inc., regarding the construction of Posey Road extension road improvements on County-owned property.	RECUSE	Y	Y	Y	Y
10/14/2025	42353	Terminate all contracts with Flock Safety.	Y	Y	NO	NO	Y
10/14/2025	42354	Authorize the execution of a First Amendment between Hays County and Corrections Software Solutions, LP (CSS) for utilization by the County Court at Law Specialty Courts pursuant to RFP 2023-P08, and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42355	Approve the revised Hays County Travel Policy.	Y	Y	Y	Y	Y

10/14/2025	42356	Approve an amendment to the current Hays County Salary Exception Policy effective October 1, 2025.	Y	Y	Y	Y	Y
10/14/2025	42357	Authorize the County Auditor to obtain a credit card in the amount of $8,000.00, and cancel the additional travel credit card from the Purchasing Office.	Y	Y	Y	Y	Y
10/14/2025	42358	Award and execute a contract for IFB 2025-B11 Cemetery Maintenance with Grass Works Lawn Care, effective November 1, 2025 at $101,456.00 annually and amend the budget accordingly.	Y	Y	Y	Y	Y
10/14/2025	42359	Award and execute a contract for IFB 2025-B12 Roadway Striping to D.I.J. Construction, Inc. to perform roadway striping services throughout the County on an as-needed basis.	Y	Y	Y	Y	Y
10/14/2025	42360	Execute a Service Contract between Hays County and AMG Printing & Mailing pursuant to RFP 2025-P08 Countywide Printing.	Y	Y	Y	Y	Y
10/14/2025	42361	Authorize the execution of an Agreement between Hays County and Rene Bates Auctioneers, Inc. pursuant to their Buyboard Contract 708-23 Auctioneer Services; approve the Purchasing Department to hold an online auction to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1); authorize the Purchasing Department to advertise; and authorize the Purchasing Department to properly dispose of items that are placed in the online auction but do not sell.	Y	Y	Y	Y	Y
10/14/2025	42362	Authorize the Health Department to use the remaining Employee Flu Shots for the public.	Y	Y	Y	Y	Y
10/14/2025	42363	Adopt the Public Health Advisory Board (PHAB) Charter and nominate Commissioner Cohen as the Board Chair.	Y	Y	Y	Y	Y
10/14/2025	42364	- Cancel RFQ 2025-Q01 Professional Services Pool. - Re-solicit new pools for engineering Services, CE&I Services, Land Surveying Services, and Utility Coordination Services, which shall be brought to court on 10/28. Proposals will be due December 4, and reviewed during December with award in early January of 2026. - During the interim of the cancellation of the new award, there will be a process developed to review qualifications of the firms pursuant to Government Code 2254 Professional Services, with the following professions: engineering and land surveying. That process will include selecting three firms who can potentially provide the services needed. - Send them a specific scope of work for the particular project and give them a week to respond with their scope of services and fee schedule. - Have an internal review process to score the proposal and then take those individually back to court for award and contract execution. - Utility Coordination and CE&I Services will need to be reviewed on a case- by-case basis, depending on the depth of the service being initiated, some of which may include engineering services and may be awarded. - Any current contracts that were executed under the current pool will be reviewed by the sitting Commissioner, the Auditor, the Office of Procurement, and Legal in order to determine how to move forward with those projects. - The interim committee will be comprised of two individuals from the Transportation Department and the sitting Commissioner from that precinct.	Y	RECUSE	Y	Y	NO
10/14/2025	42365	Approve the selection of Langford Community Management Services to provide grant writing services for the Flood Infrastrucure Fund (FIF) Program grant application for our Community Flood Mitigation Planning Project.	Y	Y	Y	Y	Y
10/14/2025	42366	Remove the Driftwood Community Center as a polling location, relocate the Sunfield Station polling location to the Holiday Inn Express located at 15295 Interstate 35 in Buda, next door to Sunfield Station, relocate the Dripping Springs ISD Center for Learning and Leadership polling location to Patriots Hall of Dripping Springs Wellness Center located at 231 Patriots Hall Blvd Dripping Springs Texas, and reiterate the polling location will remain at the normal location at the LBJ Student Center at Texas State University located at 301 Student Center Drive San Marcos Texas.	Y	Y	Y	Y	Y
10/14/2025	42367	Forego the annual incentive payment to H.E.B. Grocery Company, L.P., in light of H.E.B.'s partial performance under the Chapter 381 Economic Development Agreement between Hays County and H.E.B. (otherwise known as Project Munch).	Y	Y	Y	Y	Y
10/14/2025	42368	Appoint the field operations superintendent slot 1027-001 (Aaron Jones) as the interim Transportation Director, adding a $1,000 monthly salary stipend effective October 16, 2025, as discussed in Executive Session.	Y	Y	Y	Y	Y
10/14/2025	42369	Authorize the County Judge to execute an Attorney Employment Contract with Durham, Pittard & Spalding, LLP for purposes of engaging the firm for appellate representation in litigation related to City of San Marcos, City of Kyle and Hays County, Texas v. Pecos Housing Finance Corporation and Pleasanton Housing Finance Corporation.	Y	Y	Y	Y	Y

HAYS COUNTY COMMISSIONERS COURT MINUTES

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OCTOBER 28, 2025

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 28th DAY OF OCTOBER A.D., 2025, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MICHELLE COHEN	**COMMISSIONER, PCT. 2**
MORGAN HAMMER	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
CHARLENE CARROLL	**DEPUTY COUNTY CLERK**

Clerk's Note: For complete transcript go to Hays County Website https://www.hayscountytx.gov/commissioners-court-live-stream Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Pastor Darius Todd gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Willie Tenorio Jr. made a public comment on behalf of the Hays County Democratic Party about changes to the Hays County primary election process. Jon Leonard made a public comment against ending joint primary elections and countywide vote centers. Sam Benavides made a public comment on behalf of the Caldwell/Hays Examiner against removing a newsstand in the historic courthouse. Amy Kamp made a public comment against the removal of a newsstand in the historic courthouse.

Presentation by Tucker Ferguson, Austin District Engineer for the Texas Department of Transportation (TXDOT)

Tucker Ferguson, Austin District Engineer for the Texas Department of Transportation, presented the Roadhand Award to Commissioner Debbie Ingalsbe. Ferguson stated this is the highest award that can be presented to a non-TXDOT employee. He highlighted the many accomplishments and initiatives that Commissioner Ingalsbe has taken part in over the last several years.

Presentation of October 2025 Service and Retirement Awards

Mariah Pacheco, Employment and Compensation Coordinator with Hays County Human Resources, presented employees with service milestone and retirement awards.

42370 Adopt a Proclamation recognizing November 1, 2025 as Harvey E. Miller Day of Service.

Alex Banbury, President of the Dunbar Heritage Society, spoke about community service and urged the community to perform acts of service on November 1, the Harvey E. Miller Day of Service.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing November 1, 2025 as Harvey E. Miller Day of Service.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note: Agenda Item #F-4 RE: *Adopt a Proclamation recognizing Gary Job Corps.* **- WAS PULLED.**

Judge Becerra showed a brief video of an update on the Gary Job Corps project.

Presentation by Freese and Nichols, Inc. regarding the Hays County Development Regulations Update project.

Daniel Harrison, Project Manager with Freese and Nichols, Inc. provided an update on the Hays County Development Regulations project.

Presentation by HDR Architecture, Inc. regarding the Government Center Master Plan, followed by discussion and possible action.

Representatives of HDR Architecture, Inc. presented to the court the progress of the Master Plan over the past year with input from departments and the committee, including an option for the Government Center as a judicial-only facility, and stated no action is required today. Judge Becerra spoke on the concerns over flooding and limiting future expansion. Commissioner Ingalsbe spoke about the public safety department and drainage issues. Commissioner Cohen thanked HDR for the presentation and stated her concerns about the flood plane. Commissioner Hammer spoke on the possibility of cooperating with HEB regarding flood mitigation efforts and the hope that the Government Center will eventually be a judicial-only facility. Commissioner Smith asked about the possibility of utilizing empty space as flex space. Tami Crumley, Director of Countywide Operations, thanked the team at HDR Architecture, Inc. for their cooperation with the county. No action taken.

Presentation by Broaddus & Associates regarding the Capital Improvement Program, followed by discussion and possible action confirming priority capital improvement projects.

James DeMeritt, Broaddus & Associates, provided the court with a mid-cycle update on the Capital Improvement Plan (CIP) focused on developing a 5 year, 10 year, and 15 year guideline for the County. Judge Becerra and Commissioner Ingalsbe spoke on the development of the animal facilities for Hays County. Commissioner Smith spoke about Precinct 4 and Precinct 5 facilities. Commissioner Hammer spoke about the various uses of sustainability. Commissioner Cohen spoke about the need to expedite the Precinct 5 building and the amount of growth within the precinct. Commissioner Ingalsbe stated there will be an additional donation of 5.3 acres for the transportation and development for the FM110 project. Kandace Boutte, Hays County Administrator, discussed the financial implications of the prioritized projects. Vickie Dorsett, Hays County Budget Officer, gave a recap to enable funding of the top priority projects. Commissioner Smith asked Dorsett for a detailed project management timeline. No action taken.

42371 Approve payments of County invoices.

Marisol Villarreal-Alonzo, Hays County Auditor, added additional invoices for Wellpath, LLC for services in October and November in the Jail and Juvenile Detention Center for $672,183.92.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42372 Approve the payment of Juror disbursements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve the payment of Juror disbursements.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42373 Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42374 Approve the payment of the November 15, 2025 payroll disbursements in an amount not to exceed $4,600,000.00 effective November 15, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve the payment of the November 15, 2025 payroll disbursements in an amount not to exceed $4,600,000.00 effective November 15, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42375 Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42376 Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42377 Authorize payment to Card Service Center in the amount of $2,314.41 related to travel expenses for the County Administrator to attend the 2025 International City/County Manager Association (ICMA) Annual Conference where no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize payment to Card Service Center in the amount of $2,314.41 related to travel expenses for the County Administrator to attend the 2025 International City/County Manager Association (ICMA) Annual Conference where no purchase order was issued as required per the Hays County Purchasing Policy

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42378 Authorize the execution of a resolution certifying that Hays County has approved a $13,000.00 grant for the Fiscal Year 2026 budget year to Combined Community Action (CAA) in support of providing home-delivered meals to homebound persons in the county that are elderly or disabled.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the execution of a resolution certifying that Hays County has approved a $13,000.00 grant for the Fiscal Year 2026 budget year to Combined Community Action (CAA) in support of providing home-delivered meals to homebound persons in the county that are elderly or disabled.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42379 Accept donations totaling $1,900.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

Commissioner Ingalsbe expressed appreciation to the San Marcos Lions Club, Mary Fulton, and TK Fences & More for finding the value in the Child Protective Board.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to accept donations totaling $1,900.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42380 Authorize payment to SI Mechanical in the amount of $534.88 for the Juvenile Detention Center related to FY25 restroom facility repairs in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize payment to SI Mechanical in the amount of $534.88 for the Juvenile Detention Center related to FY25 restroom facility repairs in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42381 Authorize Information Technology to purchase a replacement SonicWall device and application software from SHI Government Solutions, Inc. and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize Information Technology to purchase a replacement SonicWall device and application software from SHI Government Solutions, Inc. and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42382 Authorize Facilities and Resource Management to accept a $1,253.96 in-kind donation, consisting of materials and labor, from Christus Trinity Clinic - San Marcos for cosmetic improvements to the building located at 401-A Broadway and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize Facilities and Resource Management to accept a $1,253.96 in-kind donation, consisting of materials and labor, from Christus Trinity Clinic - San Marcos for cosmetic improvements to the building located at 401-A Broadway and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42383 Approve Facilities and Resource Management to replace the damaged Thermon building employee entrance door in the amount of $17,606.05 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve Facilities and Resource Management to replace the damaged Thermon building employee entrance door in the amount of $17,606.05 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42384 Approve out of state travel for Development Manager, Michael Berlad, and Development Coordinator, Carolina Bedolla, to attend the MyGovernmentOnline (MGO) National Conference on December 10th - December 12th 2025 in New Orleans, Louisiana.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve out of state travel for Development Manager, Michael Berlad, and Development Coordinator, Carolina Bedolla, to attend the MyGovernmentOnline (MGO) National Conference on December 10th - December 12th 2025 in New Orleans, Louisiana.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42385 Authorize the acceptance of a grant award from the FY24 Texas Parks and Wildlife Department, Recreational Trails grant program in the amount of $300,000.00 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the acceptance of a grant award from the FY24 Texas Parks and Wildlife Department, Recreational Trails grant program in the amount of $300,000.00 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42386 Ratify the acceptance of a grant award from the Texas Comptroller, FY26 Rural Law Enforcement - Prosecutors Office Grant program in the amount of $275,000.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to ratify the acceptance of a grant award from the Texas Comptroller, FY26 Rural Law Enforcement - Prosecutors Office Grant program in the amount of $275,000.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42387 Authorize the execution of a Contract Termination Notice to HNTB Corporation related to the Professional Services Agreement executed on July 8, 2025, for General Engineering Consulting Services for Hays County road projects.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the execution of a Contract Termination Notice to HNTB Corporation related to the Professional Services Agreement executed on July 8, 2025, for General Engineering Consulting Services for Hays County road projects.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42388 Authorize the execution of a proposal with Ultimate Kronos Group (UKG) related to the Countywide Timekeeping System for an additional 35 licenses under their new Omnia Partners Contract 24-6833.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the execution of a proposal with Ultimate Kronos Group (UKG) related to the Countywide Timekeeping System for an additional 35 licenses under their new Omnia Partners Contract 24-6833.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42389 Ratify the award on October 14, 2025, of IFB 2025-B11 Cemetery Maintenance to reject all bids and authorize the Purchasing Department to resend for bids.

Stephanie Hunt, Purchasing Agent, made a correction to the wording, stating that the item should read "resend the award" instead of "ratify the award."

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to resend the award on October 14, 2025, of IFB 2025-B11 Cemetery Maintenance to reject all bids and authorize the Purchasing Department to resend for bids.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42390 Approve specifications for RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and Testing Services Pool and authorize Purchasing to solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and Testing Services Pool and authorize Purchasing to solicit for proposals

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

42391 Approve specifications for IFB 2026-B03 Cemetery Maintenance and authorize the Purchasing Department to advertise and solicit for bids.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for IFB 2026-B03 Cemetery Maintenance and authorize the Purchasing Department to advertise and solicit for bids.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42392 Approve specifications for RFQ 2026-Q03 Land Surveying Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for RFQ 2026-Q03 Land Surveying Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

42393 Approve specifications for RFP 2026-P01 Flood Warning System Maintenance & Repair Services and authorize the Purchasing Department to advertise and solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for RFP 2026-P01 Flood Warning System Maintenance & Repair Services and authorize the Purchasing Department to advertise and solicit for proposals.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42394 Approve specifications for RFQ 2026-Q05 Right-of-Way Acquisition Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for RFQ 2026-Q05 Right-of-Way Acquisition Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

42395 Approve specifications for RFQ 2026-Q04 Project Management Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for RFQ 2026-Q04 Project Management Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

42396 Approve specifications for RFQ 2026-Q06 Utility Coordination Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for RFQ 2026-Q06 Utility Coordination Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

42397 Approve specifications for RFQ 2026-Q02 Professional Engineering Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve specifications for RFQ 2026-Q02 Professional Engineering Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

42398 Authorize the execution of contract renewal one for IFB 2025-B02 Hauling Solid Waste with Waste Connections Lone Star, Inc. and Texas Disposal Systems, Inc. for one (1) additional year, with the proposed price changes from Texas Disposal Systems, increasing their overall contract 6%.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the execution of contract renewal one for IFB 2025-B02 Hauling Solid Waste with Waste Connections Lone Star, Inc. and Texas Disposal Systems, Inc. for one (1) additional year, with the proposed price changes from Texas Disposal Systems, increasing their overall contract 6%.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42399 Authorize the execution of contract renewal three for IFB 2022-B19 Metal Beam Guard Fence (MBGF) Materials with Texas Corrugators.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the execution of contract renewal three for IFB 2022-B19 Metal Beam Guard Fence (MBGF) Materials with Texas Corrugators.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42400 Authorize the Transportation Department to purchase a jack hammer from Grainger in the amount of $5,838.82, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the Transportation Department to purchase a jack hammer from Grainger in the amount of $5,838.82, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42401 Authorize payment to SHI Government Solutions in the amount of $9,158.40 for the Parks Department, and $912.90 for the Facilities and Resource Management Department, where no purchase order was obtained as required by the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize payment to SHI Government Solutions in the amount of $9,158.40 for the Parks Department, and $912.90 for the Facilities and Resource Management Department, where no purchase order was obtained as required by the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42402 Approve the Hart Intercivic, Inc. quote for ballot stock in the amount of $15,550.00, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D), effective October 1, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve the Hart Intercivic, Inc. quote for ballot stock in the amount of $15,550.00, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D), effective October 1, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42403 Authorize payment to Card Service Center in the amount of $543.18 related to a hotel stay for the 2025 Judicial Summit on Mental Health, where no purchase order was obtained as required by the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize payment to Card Service Center in the amount of $543.18 related to a hotel stay for the 2025 Judicial Summit on Mental Health, where no purchase order was obtained as required by the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42404 Ratify the County Administrator's execution of the Commercial Insurance Proposal from Marsh & McLennan Agency related to the Gay Ruby Dahlstrom Nature Preserve in the amount of $9,582.75; and authorize a waiver of the purchasing policy for obtaining three quotes.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to ratify the County Administrator's execution of the Commercial Insurance Proposal from Marsh & McLennan Agency related to the Gay Ruby Dahlstrom Nature Preserve in the amount of $9,582.75; and authorize a waiver of the purchasing policy for obtaining three quotes.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42405 Authorize the execution of a second contract extension to the Professional Services Agreement between Hays County and Christus Santa Rosa Hospital - San Marcos, for a period not to exceed thirty (30) days from the current extension expiring October 31, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the execution of a second contract extension to the Professional Services Agreement between Hays County and Christus Santa Rosa Hospital - San Marcos, for a period not to exceed thirty (30) days from the current extension expiring October 31, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42406 Approve Utility Permits.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42407 Authorize approval of the Property Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $436,144.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize approval of the Property Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $436,144.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42408 Authorize approval of the Casualty Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $791,543.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize approval of the Casualty Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $791,543.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42409 Approve and execute the Sheriff's Office Equitable Sharing Agreement and Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve and execute the Sheriff's Office Equitable Sharing Agreement and Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42410 Authorize a waiver to the purchasing policy for obtaining three quotes and allow the Health Department to utilize Prevent a Litter of Central Texas (PALS) for a Microchip and Vaccine Clinic to be held on 11/08/2025 and amend the budget accordingly.

Commissioner Ingalsbe made a date change from November 11, 2025, to December 6, 2025. Commissioner Smith asked to consolidate requests for future clinics under one item. Matthew Gonzales, Health Department Director, stated that this is the last time a single clinic will be brought to court for approval.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize a waiver to the purchasing policy for obtaining three quotes and allow the Health Department to utilize Prevent a Litter of Central Texas (PALS) for a Microchip and Vaccine Clinic to be held on 12/06/2025 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42411 Approve the Spookctacular Power the Tower event on the courthouse grounds sponsored by KZSM to be held on October 28th, 2025, that shall include commercial vendors.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to approve the Spookctacular Power the Tower event on the courthouse grounds sponsored by KZSM to be held on October 28th, 2025, that shall include commercial vendors.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42412 Hold a public hearing with possible action to establish a "No Parking" zone along Windy Hill Drive for the Valor School.

Judge Becerra opened the Public Hearing at 1:05 p.m. No comments were made. Judge Becerra closed the Public Hearing at 1:05 p.m.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to establish a "No Parking" zone along Windy Hill Drive for the Valor School.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42413 Discussion and possible action to call for a public hearing on November 18, 2025, to establish "No Parking" zones during specific times: Monday through Friday from 6:45 AM to 7:40 AM and 2:45 PM to 3:30 PM along Tubman Drive, Smithsonian Lane, and Niagara Falls Lane.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to call for a public hearing on November 18, 2025, to establish "No Parking" zones during specific times: Monday through Friday from 6:45 AM to 7:40 AM and 2:45 PM to 3:30 PM along Tubman Drive, Smithsonian Lane, and Niagara Falls Lane.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42414 Discussion and possible action to authorize the execution of a Professional Services Agreement and Work Authorization #1 between Hays County and HNTB Corporation for General Engineer Consulting Services related to road projects identified in authorizing the sale of 2025 Certificates of Obligation during the September 30, 2025, Commissioner Court agenda item I-1, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a Professional Services Agreement and Work Authorization #1 between Hays County and HNTB Corporation for General Engineer Consulting Services related to road projects identified in authorizing the sale of 2025 Certificates of Obligation during the September 30, 2025, Commissioner Court agenda item I-1, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42415 Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right of way acquisition services for the FM 2001 Gap Safety Improvements project in Precinct 2.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right of way acquisition services for the FM 2001 Gap Safety Improvements project in Precinct 2.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42416 Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right of way acquisition services for the Yarrington Road (RM150, FM 110) Extension, Segment 1 and Segment 2 Precinct 3 project.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right of way acquisition services for the Yarrington Road (RM150, FM 110) Extension, Segment 1 and Segment 2 Precinct 3 project.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42417 Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and WSB, LLC to provide Right of Way (ROW) Acquisition Services for the Old Kyle Road Project Precinct No. 3.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a Professional Services Agreement between Hays County and WSB, LLC to provide Right of Way (ROW) Acquisition Services for the Old Kyle Road Project Precinct No. 3.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42418 Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide ROW Coordination services for the Darden Hill Road/CR 162 project in Precinct 4; and authorize staff and counsel to negotiate a contract.

Commissioner Smith stated this is a high priority project within Precinct 4.

A motion was made by Commissioner Smith, seconded by Commissioner Hammer to approve the selection of LJA Engineering, Inc. to provide ROW Coordination services for the Darden Hill Road/CR 162 project in Precinct 4; and authorize staff and counsel to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42419 Discussion and possible action to approve the selection of Right of Way Texas, LLC to provide ROW Coordination services for the Goforth Road project in Precinct 1 and 2; and authorize staff and counsel to negotiate a contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the selection of Right of Way Texas, LLC to provide ROW Coordination services for the Goforth Road project in Precinct 1 and 2; and authorize staff and counsel to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42420 Discussion and possible action to consider the release of the maintenance bond extension #61BSBID3153 in the amount of $80,548.01, and the acceptance of the roads into the County Road Maintenance System for Heaton Hollow Subdivision.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to release the maintenance bond extension #61BSBID3153 in the amount of $80,548.01, and accept the roads into the County Road Maintenance System for Heaton Hollow Subdivision.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Discussion regarding the actions being taken by the Treasurer's office to implement the upcoming currency changes.

Daphne Tenorio, Hays County Treasurer, stated that the penny is being eliminated, and is working on a plan to update the currency and distribution. She asked the court if they had questions to be brought up before the standing meeting next week. Judge Becerra stated that he is always in support of helping the payer get the most of their money. Commissioner Ingalsbe asked if there was going to be a midline for the amount to either round up or down. No action taken.

Discussion and possible action regarding contracts and invoices related to the canceled Request for Qualifications RFQ 2025-Q01 Professional Services Pool.

Marisol Villarreal-Alonzo, Hays County Auditor, discussed the cancellation of the RFQ Request for Qualifications Professional Services Pool and received an opinion from the civil division that the contracts were procured under Government Code 2254 and were valid for payment. Daphne Tenorio, Hays County Treasurer, requested a release from any legal obligations if funds were going to be disbursed. Jordan Powell, First Assistant District Attorney - Civil Division, stated that any claim that is made against a county official is defended by the county itself.

Commissioner Ingalsbe asked if the county could release Tenorio from any legal obligation. Powell stated she does not think it would be possible because the contracts were legally valid and should be paid. Commissioner Cohen recused herself from the discussion and any vote. Commissioner Hammer discussed whether the opinion will change given more time. Commissioner Smith explained that these contracts were awarded in the proper way and the work was done. Judge Becerra does not want to delay payment but asked for support for a third party outside counsel opinion to review the specific items. Jordan Powell explained that if the court requests an outside opinion, it would provide no additional coverage than what already exists. No action taken.

42421 Discussion and possible action to adopt the Hays County Drainage Criteria Manual.

Marcus Pacheco, Development Services Director, stated that after the adoption, any additional changes that would need to be made could be amended internally.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt the Hays County Drainage Criteria Manual.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42422 Discussion and possible action to approve changes to election precincts resulting from redistricting maps approved in the 89th Legislative 2nd Special Session.

Jon Leonard, Chairman of the Hays County Democratic Party, made a public comment against the redistricting of the maps. Jennifer Doinoff, Hays County Elections Administrator, stated that this item will ensure that election precincts meet statutory compliance with the National Voter Registration Act. Killian Sterling, GIS manager for Hays County, spoke about the technical aspects of reconfiguring the voting districts, and stated maps will be made available as soon as they are approved by the courts.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to approve changes to election precincts resulting from redistricting maps approved in the 89th Legislative 2nd Special Session.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42423 Discussion and possible action to authorize the execution of the Equipment Calibration & Maintenance Program Agreement between Hays County and FarrWest pursuant to Buyboard Contract #769-25, in the amount of $14,469.72 annually, effective October 1, 2025.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of the Equipment Calibration & Maintenance Program Agreement between Hays County and FarrWest pursuant to Buyboard Contract #769-25, in the amount of $14,469.72 annually, effective October 1, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42424 Discuss, consider, and take appropriate action regarding a resolution relating to a public hearing and approving financing by Tarrant County Cultural Education Facilities Finance Corporation for the benefit of Seton Hays Hospital, owned by Ascension Seton an affiliate of Ascencion Health Alliance d/b/a Ascension and related matters in compliance with Section 147(f) of the Internal Revenue Code.

Ana Molina, Associate at Orrick, Herrington & Sutcliffe, LLC, stated this item enables hospitals and other large non-profits to access tax-exempt financing. The court discussed the benefits of this.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to adopt a resolution relating to a public hearing and approving financing by Tarrant County Cultural Education Facilities Finance Corporation for the benefit of Seton Hays Hospital, owned by Ascension Seton an affiliate of Ascencion Health Alliance d/b/a Ascension and related matters in compliance with Section 147(f) of the Internal Revenue Code.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42425 Discussion and possible action to amend the Fee Schedule for the Development Services Department.

Marcus Pacheco, Director of Development Services, spoke about the various aspects of changes to the fee schedule.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to amend the Fee Schedule for the Development Services Department.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42426 Discussion and possible action to amend the Fee Schedule for the Fire Marshal's Office.

Mike Jones, Director of Emergency Services, stated this amendment will provide a 20% increase. Commissioner Smith spoke in appreciation of a third-party inspection component.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to amend the Fee Schedule for the Fire Marshal's Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42427 Discussion and possible action to amend the Fee Schedule for the Transportation Department.

Brandon Elliott, Senior Planner, and Aaron Jones, Interim Director, with the Transportation Department, stated that this item is for a construction plan review and inspection fee. Elliot stated that the county arrived at the fees based on neighboring counties. Marcus Pacheco, Director of Development Services, stated that this is a new fee, and it will help us ensure that roads meet county standards. Eilliott stated that a licensing agreement fee will also be added.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to amend the Fee Schedule for the Transportation Department.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42428 Discussion and possible action to authorize the execution of a three (3) year subscription Agreement and authorize payment of year 1 Invoice between Hays County and KnowledgeCity, Inc. for $26,134.50 effective November 3, 2025.

A motion was made by Commissioner Hammer, seconded by Commissioner Cohen to authorize the execution of a three (3) year subscription Agreement and authorize payment of year 1 Invoice between Hays County and KnowledgeCity, Inc. for $26,134.50 effective November 3, 2025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42429 Discussion and possible action to authorize the execution of a Professional Services Agreement between Hays County and Melinda Sterns, RPh to provide consultant pharmacist services to the Hays County Health Department, effective October 22, 2025, and authorize a waiver to the purchasing policy of obtaining three quotes.

Matthew Gonzales, Hays County Health Department Director, stated that the county operates a Class D pharmacy and needs a pharmacist in charge to operate.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the execution of a Professional Services Agreement between Hays County and Melinda Sterns, RPh to provide consultant pharmacist services to the Hays County Health Department, effective October 22, 2025, and authorize a waiver to the purchasing policy of obtaining three quotes.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Discussion and possible action regarding the removal of unauthorized publications, newsstands, and/or other solicitations or advertisements from the Hays County Historic Courthouse and any other County facilities.

Anita Collins made a public comment against the removal of the newsstand. Briana Ramirez-Vargas, Senior Deputy County Clerk, read emailed public comments from the following individuals against the item: Dr. Mario Garza, Maria Rocha, Gina Alba-Rogers, Irma Gaitan, and Lisa Prewitt. The court had a lengthy discussion regarding the placement of publications in government buildings. Commissioner Cohen asked the county manager and legal counsel to look at how other counties handle this. A motion made by Judge Becerra to leave the status quo failed for lack of a second. Jordan Powell explained that the current policy is the prohibition of any materials. Sam Benavides, Managing Editor for the Hays Caldwell Examiner, spoke about keeping the newsstand in the historic courthouse. Gina Alba-Rogers spoke in favor of keeping the newsstand in the historic courthouse. Linda Coker, Chairman of the Hays County Historical Commission, spoke against the newsstand in the historic courthouse. No action taken.

42430 Discussion and possible action to authorize the execution of a Buyboard Member Authorization Form and Service Agreement A between Hays County and Alsco Uniforms to provide uniform rental and laundry services for our Transportation and Sheriff's Departments.

Stephanie Hunt, Purchasing Agent, stated that there are changes to terms and conditions to #9 but no cost edits.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a Buyboard Member Authorization Form and Service Agreement A between Hays County and Alsco Uniforms to provide uniform rental and laundry services for our Transportation and Sheriff's Departments.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42431 Discussion and possible action to award and execute a contract for IFB 2025-B08 Vehicle Repairs - Hailstorm May 2024 to All-Pro Dent Company, and amend the budget accordingly.

Commissioner Smith requested the number of vehicles damaged. Stephanie Hunt, Purchasing Agent, stated there were over 40 vehicles damaged that were covered under insurance, and some additional vehicles were leased vehicles that must be repaired. Federal Emergency Management Assistance (FEMA) will be reimbursing a part of these funds.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to award and execute a contract for IFB 2025-B08 Vehicle Repairs - Hailstorm May 2024 to All-Pro Dent Company, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42432 Discussion and possible action to authorize the execution of a quote from Onpoint Roofing in the amount of $34,956.43 for requested roof repairs to the Claiborne Kyle Log Cabin, and authorize a waiver to the purchasing policy for obtaining three quotes.

Kate Johnson, Chair of the Claiborne Kyle Log House Commission, requested support for funding for the roof replacement in the amount of $34,956.43. Commissioner Hammer mentioned that Claiborne Kyle is the namesake to the City of Kyle. Commissioners Cohen and Ingalsbe voiced their support.

A motion was made by Commissioner Hammer, seconded by Commissioner Smith to authorize the execution of a quote from Onpoint Roofing in the amount of $34,956.43 for requested roof repairs to the Claiborne Kyle Log Cabin, and authorize a waiver to the purchasing policy for obtaining three quotes.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42433 Discussion and possible to authorize the execution of an ESRI Small Municipal and County Government Enterprise Agreement (SGEA) between Hays County and ESRI (Environmental Systems Research Institute, Inc.) regarding countywide GIS services, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.

Marcus Pacheco, Director of Development Services, clarified that this is a 3-year renewal after which there will be an increase of 3 times the price of current services.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an ESRI Small Municipal and County Government Enterprise Agreement (SGEA) between Hays County and ESRI (Environmental Systems Research Institute, Inc.) regarding countywide GIS services, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42434 Discussion and possible action to approve a resolution expressing intent to reimburse the County for project expenditures for the acquisition, construction, reconstruction or renovation of County buildings, for administrative offices, judicial facilities, public safety facilities, and an animal shelter and the acquisition of land or an interest in land necessary therefore in an amount not to exceed $100,000,000 from proceeds of future tax-exempt obligations to be issued by the County.

Vickie Dorsett, Budget Officer, explained that this item will allow the county to move forward on one of the projects outlined earlier in the CIP presentation, and allow the reimbursement of expenditures made before the issuance of the upcoming bonds.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve a resolution expressing intent to reimburse the County for project expenditures for the acquisition, construction, reconstruction or renovation of County buildings, for administrative offices, judicial facilities, public safety facilities, and an animal shelter and the acquisition of land or an interest in land necessary therefore in an amount not to exceed $100,000,000 from proceeds of future tax-exempt obligations to be issued by the County.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42435 Discussion and possible action to authorize the acceptance of a grant award from the Texas Indigent Defense Commission, FY26 Improvement Grant Program in the amount of $410,083.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Hammer to authorize the acceptance of a grant award from the Texas Indigent Defense Commission, FY26 Improvement Grant Program in the amount of $410,083.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

42436 Discussion and possible action to amend the Interim Selection Process regarding any proposed contracts related to Professional Engineering Services; Utility Coordination Services; Construction, Engineering, and Inspections Services; and Land Surveying Services to streamline the process.

Commissioner Hammer provided the court with the process related to choosing firms for certain services. Stephanie Hunt, Hays County Purchasing Agent, stated she is uncomfortable using the proposals that were submitted since the court terminated the pool. Commissioner Ingalsbe and Commissioner Hammer had an extensive discussion, including the need to keep services moving while moving forward with the process. Judge Becerra reiterated that this is an interim process until the new process is put in place.

A motion was made by Commissioner Hammer, seconded by Judge Becerra to amend the Interim Selection Process regarding any proposed contracts related to Professional Engineering Services; Utility Coordination Services; Construction, Engineering, and Inspections Services; and Land Surveying Services to streamline the process.

AYE: Commissioner Ingalsbe, Commissioner Hammer, Commissioner Smith, Judge Becerra

4 - 0 Passed

Discussion and possible action to include the County Administrator, the Transportation Director, and Commissioner Hammer on all selection or review committees for all contracts and budget items related to the Transportation Department.

Judge Becerra stated that this item provides transparency and oversight into future transportation contracts. Commissioner Hammer thanked Judge Becerra for the consideration to be included on this committee. No action taken.

Clerk's Note: Executive Session began at 2:02 p.m. and resumed back into open court at 4:00 p.m.

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project San Antonio and Project Fully Loaded. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:12 p.m. to 2:22 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker, Furlow, Katherine Howard, and Chase Young, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Vickie Dorsett, Budget Officer; Stephanie Hunt, Purchasing Agent; Kandice Boutte, County Administrator; Marisol Villarreal-Alonzo, County Auditor; Marcus Pacheco, Development Services Director; and Mike Kamerlander, Emily Mathes, and Sarah Martin, Hays Caldwell Economic Development Plan (HCEDP). No action taken.

42437 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of right of way located at or near Hillside Terrace (Parcel 14) in Precinct 2. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:09 p.m. to 2:12 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Katherine Howard, and Chase Young, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Vickie Dorsett, Budget Officer; Stephanie Hunt, Purchasing Agent; Kandice Boutte, County Administrator; and Marisol Villarreal-Alonzo, County Auditor.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize a submission of a counteroffer to landowners regarding parcels 14, 14 E1, 14 E2 and 14 E3 in relation to the Hillside Terrace right of way and safety improvement project in Precinct #2, as discussed in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Dutton Drive in Precinct 3, including entering into a possible lease agreement. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:23 p.m. to 2:32 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Katherine Howard, and Chase Young, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Vickie Dorsett, Budget Officer; Kandice Boutte, County Administrator; Marisol Villarreal-Alonzo, County Auditor; Stephanie Hunt, Purchasing Agent; and Tammy Crumley, Director of Countywide Operations. No action taken.

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County Transportation Director. Possible discussion and/or action may follow in open Court.

Those present in Executive Session from 2:22 p.m. to 2:23 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Katherine Howard, and Chase Young, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Vickie Dorsett, Budget Officer; Kandice Boutte, County Administrator; Marisol Villarreal-Alonzo, County Auditor; and Stephanie Hunt, Purchasing Agent. No action taken.

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County: Sentinel Peak. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:32 p.m. to 2:35 p.m. were the Commissioners Court; Jordan Powell, First Assistant Criminal District Attorney - Civil Division; Tucker Furlow, Katherine Howard, and Chase Young, Assistant Criminal District Attorneys - Civil Division; Janice Jones, Legal Support Services Specialist; Vickie Dorsett, Budget Officer; Kandice Boutte, County Administrator; Marisol Villarreal-Alonzo, County Auditor; Stephanie Hunt, Purchasing Agent; and Tammy Crumley, Director of Countywide Operations. No action taken.

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County Budget Officer. Possible discussion and/or action may follow in open court.

Those present in Executive Session from 2:47 p.m. to 4:03 p.m. were the Commissioners Court and Erik Granjeno, Director of Human Resources. No action taken.

Discussion related to the Hays County inmate population, to include current population counts and costs.

Judge Becerra read the Sheriff's update of the inmate population. The current maximum capacity is 464 inmates. Jail standards recommend we hold 10% open, lowering the current capacity to 417 inmates. The jail's daily average was 575, with a peak of 581 inmates on October 21, 2025. The estimated cost for outsourcing inmates this week was $106,907. Judge Becerra thanked the Sheriff and judges, and all concerned, for a decline in that number. The average number of outsourced males is 149. The number of "paper-ready" inmates who are now wardens of the state is 32.

Clerk's Note: Agenda Item L.2 RE: *Discussion and possible action related to the burn ban.* **- WAS PULLED.**

Clerk's Note: Agenda Item L.3 RE: *Discussion and possible action related to proposed bills in the 89th Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills.* **- WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Judge Becerra to adjourn court at 4:04 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on OCTOBER 28, 2025.

Elaine H Cárdenas

ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS COURT OF
HAYS COUNTY, TEXAS

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
10/28/2025	42370	Adopt a Proclamation recognizing November 1, 2025 as Harvey E. Miller Day of Service.	Y	Y	Y	Y	Y
10/28/2025	42371	Approve payments of County invoices.	Y	Y	Y	Y	Y
10/28/2025	42372	Approve the payment of Juror disbursements.	Y	Y	Y	Y	Y
10/28/2025	42373	Approve the payment of United Healthcare and Texas Association of Counties healthcare claims and authorize an additional disbursement in an amount not to exceed $500,000.00 to the healthcare claims account.	Y	Y	Y	Y	Y
10/28/2025	42374	Approve the payment of the November 15, 2025 payroll disbursements in an amount not to exceed $4,600,000.00 effective November 15, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized.	Y	Y	Y	Y	Y
10/28/2025	42375	Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	Y	Y
10/28/2025	42376	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2025 fiscal year-end financial reporting.	Y	Y	Y	Y	Y
10/28/2025	42377	Authorize payment to Card Service Center in the amount of $2,314.41 related to travel expenses for the County Administrator to attend the 2025 International City/County Manager Association (ICMA) Annual Conference where no purchase order was issued as required per the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
10/28/2025	42378	Authorize the execution of a resolution certifying that Hays County has approved a $13,000.00 grant for the Fiscal Year 2026 budget year to Combined Community Action (CAA) in support of providing home-delivered meals to homebound persons in the county that are elderly or disabled.	Y	Y	Y	Y	Y
10/28/2025	42379	Accept donations totaling $1,900.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42380	Authorize payment to SI Mechanical in the amount of $534.88 for the Juvenile Detention Center related to FY25 restroom facility repairs in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42381	Authorize Information Technology to purchase a replacement SonicWall device and application software from SHI Government Solutions, Inc. and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42382	Authorize Facilities and Resource Management to accept a $1,253.96 in-kind donation, consisting of materials and labor, from Christus Trinity Clinic - San Marcos for cosmetic improvements to the building located at 401-A Broadway and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42383	Approve Facilities and Resource Management to replace the damaged Thermon building employee entrance door in the amount of $17,606.05 and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42384	Approve out of state travel for Development Manager, Michael Berlad, and Development Coordinator, Carolina Bedolla, to attend the MyGovernmentOnline (MGO) National Conference on December 10th - December 12th 2025 in New Orleans, Louisiana.	Y	Y	Y	Y	Y
10/28/2025	42385	Authorize the acceptance of a grant award from the FY24 Texas Parks and Wildlife Department, Recreational Trails grant program in the amount of $300,000.00 and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42386	Ratify the acceptance of a grant award from the Texas Comptroller, FY26 Rural Law Enforcement - Prosecutors Office Grant program in the amount of $275,000.00.	Y	Y	Y	Y	Y
10/28/2025	42387	Authorize the execution of a Contract Termination Notice to HNTB Corporation related to the Professional Services Agreement executed on July 8, 2025, for General Engineering Consulting Services for Hays County road projects.	Y	Y	Y	Y	Y
10/28/2025	42388	Authorize the execution of a proposal with Ultimate Kronos Group (UKG) related to the Countywide Timekeeping System for an additional 35 licenses under their new Omnia Partners Contract 24-6833.	Y	Y	Y	Y	Y
10/28/2025	42389	Resend the award on October 14, 2025, of IFB 2025-B11 Cemetery Maintenance to reject all bids and authorize the Purchasing Department to resend for bids.	Y	Y	Y	Y	Y
10/28/2025	42390	Approve specifications for RFQ 2026-Q01 Construction, Engineering, & Inspection (CE&I) and Testing Services Pool and authorize Purchasing to solicit for proposals.	Y	RECUSE	Y	Y	Y
10/28/2025	42391	Approve specifications for IFB 2026-B03 Cemetery Maintenance and authorize the Purchasing Department to advertise and solicit for bids.	Y	Y	Y	Y	Y
10/28/2025	42392	Approve specifications for RFQ 2026-Q03 Land Surveying Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.	Y	RECUSE	Y	Y	Y
10/28/2025	42393	Approve specifications for RFP 2026-P01 Flood Warning System Maintenance & Repair Services and authorize the Purchasing Department to advertise and solicit for proposals.	Y	Y	Y	Y	Y
10/28/2025	42394	Approve specifications for RFQ 2026-Q05 Right-of-Way Acquisition Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.	Y	RECUSE	Y	Y	Y
10/28/2025	42395	Approve specifications for RFQ 2026-Q04 Project Management Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.	Y	RECUSE	Y	Y	Y
10/28/2025	42396	Approve specifications for RFQ 2026-Q06 Utility Coordination Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.	Y	RECUSE	Y	Y	Y
10/28/2025	42397	Approve specifications for RFQ 2026-Q02 Professional Engineering Services Pool and authorize the Purchasing Department to advertise and solicit for proposals.	Y	RECUSE	Y	Y	Y
10/28/2025	42398	Authorize the execution of contract renewal one for IFB 2025-B02 Hauling Solid Waste with Waste Connections Lone Star, Inc. and Texas Disposal Systems, Inc. for one (1) additional year, with the proposed price changes from Texas Disposal Systems, increasing their overall contract 6%.	Y	Y	Y	Y	Y
10/28/2025	42399	Authorize the execution of contract renewal three for IFB 2022-B19 Metal Beam Guard Fence (MBGF) Materials with Texas Corrugators.	Y	Y	Y	Y	Y
10/28/2025	42400	Authorize the Transportation Department to purchase a jack hammer from Grainger in the amount of $5,838.82, and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42401	Authorize payment to SHI Government Solutions in the amount of $9,158.40 for the Parks Department, and $912.90 for the Facilities and Resource Management Department, where no purchase order was obtained as required by the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
10/28/2025	42402	Approve the Hart Intercivic, Inc. quote for ballot stock in the amount of $15,550.00, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D), effective October 1, 2025.	Y	Y	Y	Y	Y
10/28/2025	42403	Authorize payment to Card Service Center in the amount of $543.18 related to a hotel stay for the 2025 Judicial Summit on Mental Health, where no purchase order was obtained as required by the Hays County Purchasing Policy.	Y	Y	Y	Y	Y
10/28/2025	42404	Ratify the County Administrator's execution of the Commercial Insurance Proposal from Marsh & McLennan Agency related to the Gay Ruby Dahlstrom Nature Preserve in the amount of $9,582.75; and authorize a waiver of the purchasing policy for obtaining three quotes.	Y	Y	Y	Y	Y
10/28/2025	42405	Authorize the execution of a second contract extension to the Professional Services Agreement between Hays County and Christus Santa Rosa Hospital - San Marcos, for a period not to exceed thirty (30) days from the current extension expiring October 31, 2025.	Y	Y	Y	Y	Y
10/28/2025	42406	Approve Utility Permits.	Y	Y	Y	Y	Y
10/28/2025	42407	Authorize approval of the Property Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $436,144.00.	Y	Y	Y	Y	Y
10/28/2025	42408	Authorize approval of the Casualty Insurance Renewal Policy from Texas Association of Counties Risk Management Pool (TAC RMP) with an annual premium of $791,543.00.	Y	Y	Y	Y	Y
10/28/2025	42409	Approve and execute the Sheriff's Office Equitable Sharing Agreement and Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program.	Y	Y	Y	Y	Y
10/28/2025	42410	Authorize a waiver to the purchasing policy for obtaining three quotes and allow the Health Department to utilize Prevent a Litter of Central Texas (PALS) for a Microchip and Vaccine Clinic to be held on 12/06/2025 and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42411	Approve the Spookctacular Power the Tower event on the courthouse grounds sponsored by KZSM to be held on October 28th, 2025, that shall include commercial vendors.	Y	Y	Y	Y	Y
10/28/2025	42412	Establish a "No Parking" zone along Windy Hill Drive for the Valor School.	Y	Y	Y	Y	Y

10/28/2025	42413	Call for a public hearing on November 18, 2025, to establish "No Parking" zones during specific times: Monday through Friday from 6:45 AM to 7:40 AM and 2:45 PM to 3:30 PM along Tubman Drive, Smithsonian Lane, and Niagara Falls Lane.	Y	Y	Y	Y	Y
10/28/2025	42414	Authorize the execution of a Professional Services Agreement and Work Authorization #1 between Hays County and HNTB Corporation for General Engineer Consulting Services related to road projects identified in authorizing the sale of 2025 Certificates of Obligation during the September 30, 2025, Commissioner Court agenda item I-1, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(4).	Y	Y	Y	Y	Y
10/28/2025	42415	Authorize the execution of a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right of way acquisition services for the FM 2001 Gap Safety Improvements project in Precinct 2.	Y	Y	Y	Y	Y
10/28/2025	42416	Authorize the execution of a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right of way acquisition services for the Yarrington Road (RM150, FM 110) Extension, Segment 1 and Segment 2 Precinct 3 project.	Y	Y	Y	Y	Y
10/28/2025	42417	Authorize the execution of a Professional Services Agreement between Hays County and WSB, LLC to provide Right of Way (ROW) Acquisition Services for the Old Kyle Road Project Precinct No. 3.	Y	Y	Y	Y	Y
10/28/2025	42418	Approve the selection of LJA Engineering, Inc. to provide ROW Coordination services for the Darden Hill Road/CR 162 project in Precinct 4; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
10/28/2025	42419	Approve the selection of Right of Way Texas, LLC to provide ROW Coordination services for the Goforth Road project in Precinct 1 and 2; and authorize staff and counsel to negotiate a contract.	Y	Y	Y	Y	Y
10/28/2025	42420	Release the maintenance bond extension #61BSBID3153 in the amount of $80,548.01, and accept the roads into the County Road Maintenance System for Heaton Hollow Subdivision.	Y	Y	Y	Y	Y
10/28/2025	42421	Adopt the Hays County Drainage Criteria Manual.	Y	Y	Y	Y	Y
10/28/2025	42422	Approve changes to election precincts resulting from redistricting maps approved in the 89th Legislative 2nd Special Session.	Y	Y	Y	Y	Y
10/28/2025	42423	Authorize the execution of the Equipment Calibration & Maintenance Program Agreement between Hays County and FarrWest pursuant to Buyboard Contract #769-25, in the amount of $14,469.72 annually, effective October 1, 2025.	Y	Y	Y	Y	Y
10/28/2025	42424	Adopt a resolution relating to a public hearing and approving financing by Tarrant County Cultural Education Facilities Finance Corporation for the benefit of Seton Hays Hospital, owned by Ascension Seton an affiliate of Ascencion Health Alliance d/b/a Ascension and related matters in compliance with Section 147(f) of the Internal Revenue Code.	Y	Y	Y	Y	Y
10/28/2025	42425	Amend the Fee Schedule for the Development Services Department.	Y	Y	Y	Y	Y
10/28/2025	42426	Amend the Fee Schedule for the Fire Marshal's Office.	Y	Y	Y	Y	Y
10/28/2025	42427	Amend the Fee Schedule for the Transportation Department.	Y	Y	Y	Y	Y
10/28/2025	42428	Authorize the execution of a three (3) year subscription Agreement and authorize payment of year 1 Invoice between Hays County and KnowledgeCity, Inc. for $26,134.50 effective November 3, 2025.	Y	Y	Y	Y	Y
10/28/2025	42429	Authorize the execution of a Professional Services Agreement between Hays County and Melinda Sterns, RPh to provide consultant pharmacist services to the Hays County Health Department, effective October 22, 2025, and authorize a waiver to the purchasing policy of obtaining three quotes.	Y	Y	Y	Y	Y
10/28/2025	42430	Authorize the execution of a Buyboard Member Authorization Form and Service Agreement A between Hays County and Alsco Uniforms to provide uniform rental and laundry services for our Transportation and Sheriff's Departments.	Y	Y	Y	Y	Y
10/28/2025	42431	Award and execute a contract for IFB 2025-B08 Vehicle Repairs - Hailstorm May 2024 to All-Pro Dent Company, and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42432	Authorize the execution of a quote from Onpoint Roofing in the amount of $34,956.43 for requested roof repairs to the Claiborne Kyle Log Cabin, and authorize a waiver to the purchasing policy for obtaining three quotes.	Y	Y	Y	Y	Y
10/28/2025	42433	Authorize the execution of an ESRI Small Municipal and County Government Enterprise Agreement (SGEA) between Hays County and ESRI (Environmental Systems Research Institute, Inc.) regarding countywide GIS services, and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) and amend the budget accordingly.	Y	Y	Y	Y	Y
10/28/2025	42434	Approve a resolution expressing intent to reimburse the County for project expenditures for the acquisition, construction, reconstruction or renovation of County buildings, for administrative offices, judicial facilities, public safety facilities, and an animal shelter and the acquisition of land or an interest in land necessary therefore in an amount not to exceed $100,000,000 from proceeds of future tax-exempt obligations to be issued by the County.	Y	Y	Y	Y	Y
10/28/2025	42435	Authorize the acceptance of a grant award from the Texas Indigent Defense Commission, FY26 Improvement Grant Program in the amount of $410,083.00.	Y	Y	Y	Y	Y
10/28/2025	42436	Amend the Interim Selection Process regarding any proposed contracts related to Professional Engineering Services; Utility Coordination Services; Construction, Engineering, and Inspections Services; and Land Surveying Services to streamline the process.	Y	RECUSE	Y	Y	Y
10/28/2025	42437	Authorize a submission of a counteroffer to landowners regarding parcels 14, 14 E1, 14E2 and 14E3 in relation to the Hillside Terrace right of way and safety improvement project in Precinct #2,as discussed in Executive Session.	Y	Y	Y	Y	Y

HAYS COUNTY COMMISSIONERS COURT MINUTES

***** *****

NOVEMBER 13, 2025

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 13th DAY OF NOVEMBER A.D., 2025, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
MORGAN HAMMER	COMMISSIONER, PCT. 3 Via Teams
WALT SMITH	COMMISSIONER, PCT. 4 Via Teams
ALEJANDRA RODRIGUEZ	DEPUTY COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
https://www.hayscountytx.gov/commissioners-court-live-stream
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Alejandra Rodriguez, Deputy County Clerk, read an emailed public comment from Laura Nunn concerning publication wait times for polling locations on Election day.

4 2 4 3 8 Discussion and possible action to canvass the totals of the November 4, 2025, General Election.

Jennifer Doinoff, Hays County Elections Administrator, stated that the Election Board's responsibilities do not include publication of wait times. Doinoff stated the Hays election board was going through conversions, causing the lack of posting. Doinoff provided the court with historical facts for the Hays County Constitutional amendment. Judge Becerra stated the public had requested the Broadway polling location to become an early voting site and that Doinoff could share with the public what that would look like. Doinoff stated that the runoff elections are processed through the city and typically have only one early voting site. Commissioner Ingalsbe stated that it is a difficult situation, due to the Election's Office being the only early voting site.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to declare the results of the local canvass and approve the County election returns for the November 4, 2025, General Election, as presented by the Hays County Elections Administrator.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Hammer, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

ADJOURNMENT

Judge Becerra adjourned court at 1:12 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on NOVEMBER 13, 2025.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

Elaine H. Cárdenas

ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS COURT OF
HAYS COUNTY, TEXAS

Date	Res Number	Motion	Ingalsbe	Cohen	Hammer	Smith	Becerra
11/13/2025	42438	Declare the results of the local canvass and approve the County election returns for the November 4, 2025, General Election, as presented by the Hays County Elections Administrator.	Y	Y	Y	Y	Y

AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the December 31, 2025 payroll disbursements in an amount not to exceed $5,800,000.00 effective December 31, 2025, and post totals of wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/VILLARREAL-ALONZO**

Summary

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Sheriff Anthony Hipolito, Joel Ware Juvenile Detention Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a Third Amendment with Wellpath, LLC. for the Adult and Juvenile Facilities Healthcare Program contract pursuant to RFP 2021-P04 and amend the budget accordingly. **INGALSBE/HIPOLITO/WARE**

Summary:

Wellpath provides health care services for the County Adult and Juvenile Detention Facilities pursuant to RFP 2021-P04 awarded in April 2022. The annual CPI negotiation includes a standard 4.2% CPI increase, as authorized per Article IX Section 1 for the Jail & Juvenile Facilities, as well as added service hours for increased population needs for both facilities. Additionally, Wellpath is requesting an increase in wages for their contracted staff in order to hire and retain qualified medical personnel for the facilities.

Fiscal Impact:

Amount Requested: $4,855,208.48
Line Item Number: 001-618-03.5801 ($4,380,510.15)
070-685-00.5801 ($474,698.33)

Budget Office:

Source of Funds: General Fund & Juvenile Detention Center Fund
Budget Amendment Required Y/N?: Yes
Comments: Additional funding is required for the Jail Facility in order to meet requested wage enhancements for the contracted medical staff. This will be funded through capital equipment savings that have been identified for vehicle upfits that will be delayed.
$180,511 - Increase Jail Healthcare Program Services 001-618-03.5801
($175,000) - Decrease Sheriff's Office Vehicle Capital 001-618-00.5713_700
($5,511) - Decrease Sheriff's Office Vehicle Lease 001-618-00.5475

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFP 2021-P04

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Wellpath Contract Amendment

THIRD AMENDMENT TO THE AGREEMENT

FOR ADULT AND JUVENILE HEALTH SERVICES

For Hays County, TX

(Effective Date: October 1, 2025)

This Third Amendment is made this 1st day of October, 2025 (this "Amendment"), to the Agreement for Adult and Juvenile Health Services, effective May 1, 2022 (the "Agreement") and further amended (First Amendment, effective December 19, 2023, Second Amendment, effective October 1, 2024), is by and between Wellpath LLC ("Wellpath"), and the County of Hays, a political subdivision of the State of Texas, acting by and through its duly elected Hays County Commissioners Court, (hereinafter, the "County") (each, a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, the initial term of the Agreement began on October 1, 2022 and will end on September 30, 2027;

WHEREAS, the first purpose of this Amendment, per Article IX, Section 1.a., is to document the fact that the Parties have negotiated a CPI increase of four-point two percent (4.2%) for services provided at the Hays County Jail ("Jail");

WHEREAS, through September 30, 2026, the new compensation for Jail associated services shall be $4,380,510.15 (annually) or $365,042.51 (monthly);[1]

WHEREAS, the second purpose of this Amendment is to effectuate a four-point two percent (4.2%) CPI adjustment for the services provided at the Hays County Juvenile Detention Facility ("JDC");

WHEREAS, through September 30, 2026, for associated services at the JDC, the new compensation total will be $474,698.33 (annually) or $39,558.19 (monthly).[2]

---

[1] The annual compensation figure is comprised of the following line items:

- Adult Base Compensation: $3,670,113,39
- 4.2% CPI Increase (per US BLS): $154,144.76
- 22.1% Wage Enhancements: $407,720.53
- Staffing Enhancements, eff. Dec. 16, 2025: $148 ,531.47

[2] The annual compensation figure is comprised of the following line items:

- JDC Base Compensation: $362,990.12
- 4.2% CPI Increase (per US BLS): $15,245.59
- 20.6% Wage Enhancements: $47,106.45
- Staffing Enhancements, eff. December 16, 2025: $49,356.18

WHEREAS, the third purpose of this Amendment is to memorialize the Parties' agreement regarding Wellpath providing for the administration of psychotropic medication as recommended by a psychiatrist or for the Administration of Medication to Patient under Court Order for Mental Health Services;

WHEREAS, the fourth purpose of this Amendment is to memorialize the Parties' agreement for a mid-year Salary and Benefits (SAB) review for potential market adjustments per industry standards subject to budget availability; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. This Amendment shall become effective October 1, 2025 (the "Effective Date").
3. The Agreement shall be further amended by attaching updated Staffing Matrices for Jail (**Exhibit A**) and JDC (**Exhibit B**), both attached hereto and incorporated herein.
4. Section 9 (e) shall be included under Article I to read as follows:

e. Court-Ordered Medications. Wellpath shall be responsible for providing for the administration of psychotropic medication as recommended by a psychiatrist or for the Administration of Medication to Patient under Court Order for Mental Health Services.

5. **REMAINING PROVISIONS**. The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names per the official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF HAYS, TEXAS	**WELLPATH LLC**
By: _____	By: _____
Name: Ruben Becerra	Name: Synthia Peterson
Title: Hays County Judge	Title: Central Division President

EXHIBIT A

Hays County, TX (Adult)									
Title	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/WK**	**Original FTE**
Days									
Health Services Administrator	8	8	8	8	8			40	1.00
Director Of Nursing	8	8	8	8	8			40	1.00
Medical Director / Physician			4					4	0.10
Mid-Level Provider		2	8	8	8			26	0.65
Registered Nurse	12	12	12	12	12	12	12	84	2.10
Licensed Vocational Nurse	28	24	24	24	28	24	24	176	4.40
Certified Medication Aide/MA	8	8	8	8	8	8	8	56	1.40
Administrative Assistant	8	8	8	8	8			40	1.00
Psychiatrist	4	4						8	0.20
Psychiatric Nurse Practitioner			8		8			16	0.40
Mental Health Coordinator	8	8	8	8	8			40	1.00
Discharge Planner	8	8	8	8	8			40	1.00
Mental Health Professional	16	16	16	16	16	20	20	120	3.00
TOTAL HOURS/FTE-Day								**690**	**17.250**
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.1
EMT	12	12	12	12	12	12	12	84	2.1
Certified Medication Aide/MA	12	12	12	12	12	12	12	84	2.1
TOTAL HOURS/FTE-Day								**252**	**6.3**
TOTAL								***942***	***23.55***

EXHIBIT B

Hays County, TX (Juvenile)									
Title	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/WK**	**FTE**
Days									
Nurse Practitioner	1.5		1.5		1			4	0.1
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Day								***60***	***1.5***
Evenings									
Licensed Vocational Nurse	8	8	8	8	8	8	8	56	1.4
TOTAL HOURS/FTE-Evenings								***56***	***1.4***
Nights									
EMT					8	8	8	24	0.6
TOTAL HOURS/FTE-Nights								***24***	***0.6***
TOTAL								***140***	***3.5***
CONTRACT TOTAL								***1082***	***27.050***

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the County Administrator's Office to purchase consumable items not to exceed $450.00 related to the Texas State University BOBCATshadow Program to be held on December 17, 2025. **HAMMER/BOUTTE**

Summary:

The Texas State BOBCATshadow program connects students with employers, community partners, alumni, and friends of university for one-day job shadowing opportunities to provide exposure to a wide variety of career fields and industries. Students who participate in BOBCATshadow will gain knowledge and skills related to decision-making and critical career competencies while in college.

Approximately twenty students have been selected to visit various departments within Hays County on December 17, 2025 to learn about County Government. Lunch will be provided for student participants, as well as department directors participating in the event. The total estimated costs includes delivery and gratuity.

Fiscal Impact:

Amount Requested: $450.00
Line Item Number: 001-645-00.5391

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Recommend utilizing budgeted county-wide miscellaneous funds for this purchase.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: The price per lunch needs to stay in line with the County approved lunch per diem.

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Expense
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Accept donations totaling $15,240.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

Summary:

The Hays County Child Protective Board has received $15,240 in grants and contributions utilizing the county federal tax identification number as authorized.

> $10,000 - Brenda and Kaare Remme
> $1,000 - City of Buda (final disbursement for FY 2025)
> $600 - KT Fences
> $500 - Eleanor Crook
> $2,000 - Dripping Springs Cookoff Club
> $1,000 - Coastal Agricultural Supplies
> $140 - Beta Sigma Phi

HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses:
>Basic Clothing
>Participation in extracurricular school activities and scholastic achievements
>Equipment and services to encourage and assist academic success and improve graduation rates
>Recognition of significant milestones
>Provide for physical and mental health services not covered by government programs
>Provide support for CPS caseworkers' participation in professional training
>Increase public awareness of child abuse

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-895-98-354.4610/5600

Budget Office:

Source of Funds: Donated Funds
Budget Amendment Required Y/N?: Yes
Comments: N/A
($15,240) - Increase Contributions 001-895-98-354.4610
$15,240 - Increase Project Contributions Expense 001-895-98-354.5600

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments:

Auditor's Office

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:

Attachments

HCCPB Donation Letter

Hays County Child Protective Board

401 (C) Broadway
San Marcos, Texas 78666

Memorandum
December 4, 2025

To: Vickie Dorsett, Budget Officer/Payroll Director
Hays County Budget Office
712 S. Stagecoach Trail, Ste. 1045
San Marcos, TX 78666

From: Mary Cauble, Treasurer
Hays County Child Protective Board
401 (C) Broadway
San Marcos, TX 78666

Subject: Acceptance of Grant Disbursement and Donations

As a result of a special donation from Brenda and Kaare Remme for the support of Texas State University students who are or were in State care, a grant from the City of Buda, and donations from KT Fences, Eleanor Crook, the Dripping Springs Cookoff Club, Coastal Agricultural Supplies and Beta Sigma Phi, the Hays County Child Protective Board has received the following enclosed checks and submits them to the County for pass through.

- $10,000 Brenda and Kaare Remme
- $ 1,000 City of Buda (final disbursement for FY 2025)
- $ 600 KT Fences
- $ 500 Eleanor Crook
- $ 2,000 Dripping Springs Cookoff Club
- $ 1,000 Coastal Agricultural Supplies
- $ 140 Beta Sigma Phi

Please let me know if you have any questions.

Your assistance is always very much appreciated.

Many thanks —
Mary

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize Facilities and Resource Management to purchase of Limble Solutions, LLC / SHI GS Software in the amount of $15,351.00 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

Facilities and Resource Management is in need of facilities maintenance software as a way to handle the growth that has occurred in county facilities. The increase and anticipated increase of facilities, properties, and work needed throughout county facilities has made the need for software necessary. Facilities and Resource Management currently maintains 27 county properties (with more to come), completes approximately 800 work orders per year, and maintains multiple pieces of county equipment and vehicles. As a solution to the growing demand on the department, Facilities has vetted four facilities maintenance software vendors and found Limble Solutions to meet the department's needs. Building Maintenance has identified funding for this purchase in their FY26 operating budget. Limble Solutions has submitted their quote under SHI GS Omnia purchasing contract 2024056-02.

Fiscal Impact:

Amount Requested: $15,351
Line Item Number: 001-695-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: $3,000 was allotted in the FY26 budget for software, and the difference will need to be moved.
Decrease 001-695-00.5448 ($12,351)
Increase 001-695-00.5429 $12,351

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments:

Auditor's Office:

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:

Attachments

Terms of Service
SHI Limble Quote

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LIMBLE

Terms of Service

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1 Terms of Service

2 Service-Specific Terms

3 Data Processing Addendum

Release Date: Version 6.1, June 9, 2025

BY SIGNING AN ORDER FORM THAT REFERENCES THESE CUSTOMER TERMS OF SERVICE, CLICKING A BOX INDICATING ACCEPTANCE OF THESE CUSTOMER TERMS OF SERVICE, OR ACCESSING OR USING LIMBLE SOFTWARE SERVICES, YOU AGREE TO THESE CUSTOMER TERMS OF SERVICE ON BEHALF OF THE CUSTOMER. IF YOU DO NOT AGREE TO THESE CUSTOMER TERMS OF SERVICE, OR IF YOU DO NOT HAVE

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Customer Terms of Service

These Customer Terms of Service, including the Data Processing Addendum, all Order Forms, and applicable Service-Specific Terms (collectively, the "Agreement"), are a binding contract by and between Limble Solutions, Inc. ("Limble") and the individual, entity, or other organization subscribing to, accessing, or using Limble Software Services ("Customer"). Limble and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. OVERVIEW OF LIMBLE SOFTWARE SERVICES.

1.1 Limble. Limble is an information technology company that provides and licenses software services designed to help customers maintain equipment and other physical assets. These software services are comprised of the subscription software services listed on Limble's marketing and informational website at www.limblecmms.com (each a "Limble Software Service" and collectively, "Limble Software Services").

1.2 Subscription Services. Customer may subscribe to one or more of the Limble Software Services by (a) using the self-serve subscription tool available on Limble's website at www.limblecmms.com ("Limble's Website"), or (b) signing an order form from Limble that references this Agreement (an "Order Form"). Each of the Limble Software Services to which Customer subscribes is a "Subscription Service" under this Agreement. Each Subscription Service is comprised of some or all of the following: Subscription Software, Mobile Applications, Know-How, Methodology, Documentation, and Services.

1.2.1. Subscription Software. "Subscription Software" means and refers to the computer programs, tools, and content made available by Limble to Customer as part of the Subscription

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1.2.2. Mobile Applications. “Mobile Applications” means and refers to any and all mobile applications made available by Limble for download, installation, and use in connection with the Subscription Service under the App License in Section 2.8 below.

1.2.3. Know-How. “Know-How” means and refers to any and all know-how, expertise, experiences, ideas, knowledge, advice, recommendations, methodologies, processes, practices, standards, plans, data, and information provided or disclosed by Limble to Customer in connection with Subscription Software, Mobile Applications, Documentation, Services, or this Agreement.

1.2.4. Methodology. “Methodology” means and refers to Know-How that is proprietary to Limble (or its licensor(s)) and is licensed to Customer as “Methodology” under the SaaS License.

1.2.5. Documentation. “Documentation” means and refers to any documentation, instructions, or other works of authorship (but excluding Subscription Software and Mobile Applications) that are delivered or made available by Limble to Customer for or in connection with the Subscription Service.

1.2.6. Services. “Services” means and refers to: (a) the hosting, delivery, and data storage services described in Section 2.4, (b) the onboarding, support, and maintenance services for the Subscription Service described in Sections 3.1-3.3 and applicable Service-Specific Terms, and (c) any additional services (e.g., consulting, onsite implementation, and custom content development) identified in, and provided by Limble to Customer under, an Order Form or SOW (see Section 3.8). Any other services performed by Limble for Customer that are ancillary or related to any of the foregoing Services or the

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2. SUBSCRIPTION SOFTWARE LICENSE, ACCESS, AND USE.

2.1. License Grant. Subject to the terms and conditions of this Agreement, and Customer's compliance therewith, Limble grants to Customer a non-exclusive, non-transferrable, limited-term license for Customer's Authorized Users (defined below) to access and use Subscription Software, but only for Customer's internal business purposes and not for the development or design of any other software, product, or solution (the "SaaS License"). Subscription Software will run on Limble Servers (defined below). Customer's Authorized Users will access and use Subscription Software from Customer's Computers (defined below) via the Internet through compatible web browsing software or Mobile Applications on Customer's Computers.

2.2. Authorized Users. "Authorized Users" are employees of Customer who are authorized by Customer to access and use Subscription Software. "Authorized Users" will also include Consultants, if any, who meet the requirements under Section 2.3 below. Authorized Users must sign up or register for Subscription Software following the process specified by Limble and must abide by the terms of this Agreement. Customer is responsible and liable for any and all conduct or misconduct of all Authorized Users and Consultants relating to Subscription Software or any other subject matter of this Agreement.

2.3. Consultants. If any consultant or other contractor of Customer needs to access or use a Subscription Service in connection with providing services for Customer, then such consultant or other contractor is referred to in the Agreement as a "Consultant." Customer may allow a Consultant to access and use the Subscription Service, but only as necessary for the Consultant to

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2.4. Hosting, Delivery, and Data Storage. Limble will make Subscription Software available for access and use by Customer's Authorized Users under the SaaS License via the Internet on server(s) and any other computer(s), storage media, hardware, and system(s) selected or designated by Limble for the storage and execution of the Subscription Software ("Limble Servers"). Customer Data (as defined below) will be stored on Limble Servers and made available to Customer through its licensed use of Subscription Software under the Agreement. The Subscription Software and Customer Data may periodically not be available due to planned downtime (which will be scheduled to the extent practicable during low usage hours such as nights or weekends). Limble Servers may be located at Limble's or its contractor's site(s), or both, and may not be dedicated exclusively to Subscription Software or Customer. Limble is responsible for the procurement, maintenance, and server-side Internet access of Limble Servers and Subscription Software. Limble is also responsible for any operating system and other third-party software needed to run Subscription Software on Limble Servers. Limble or its contractor, not Customer, owns and holds the licenses to such third-party software. Limble (directly or through its contractor) will contract with the applicable third-party software licensors for software maintenance, updates, and new versions as Limble deems appropriate. Limble will determine which updates and new versions of the third-party software will be installed on Limble Servers and when they are installed.

2.5. Customer Responsibilities. Customer, at its expense, is responsible for procuring, installing, implementing, and maintaining computers or mobile devices, or both, that function as Internet clients or workstations for use by Customer's Authorized Users to access and use Subscription Software via the Internet as described in this Agreement ("Customer's Computers"), along with system software, compatible web browsing software, Internet access, data feeds, telecommunications, networks, peripherals, and all other

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these requirements and on any upgrades or changes needed to remain compatible with Subscription Software.

2.6. No Rights to Code. Neither Customer nor its Authorized Users are entitled to receive any copy of Subscription Software in any form (source code, object code, executable code, or other form). The SaaS License is strictly limited to remote access to Subscription Software via the Internet as described in this Agreement. Nothing in this Section 2.6 prohibits Customer's Authorized Users from receiving or displaying on Customer's Computers any screen displays, content, or output "served up" by the licensed use of Subscription Software under the SaaS License.

2.7. Methodology and Documentation. The SaaS License includes a non-exclusive, non-transferable, limited term license for Customer to use Methodology and Documentation, but only for Customer's internal use and not for the development, improvement, or design of any other software, product, service, or solution. Documentation may be copied and used internally by Customer, but only to facilitate the licensed use of Subscription Software, Mobile Applications, and Methodology. Customer will treat all Documentation as Confidential Information and copyrighted works of Limble.

2.8. License to Mobile Applications. Subject to the terms and conditions of this Agreement and Customer's compliance therewith, Limble grants to Customer a non-exclusive, non-transferrable, limited-term license for Customer's Authorized Users to download, install, and use the most-recent versions of Mobile Applications for the sole purpose of accessing and using Subscription Software under the SaaS License (the "App License"). The SaaS License and the App License are collectively referred to in the Agreement as the "Licenses."

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trade secrets, or know-how underlying Subscription Software or Mobile Applications; use any Subscription Service or Limble's intellectual property to develop a competitive offering or similar services; remove or destroy any copyright notices, other proprietary markings, or confidentiality legends contained in any Subscription Service; attempt to gain unauthorized access to, or disrupt the integrity or performance of, any Subscription Service or the data contained therein (including without limitation penetration or other such security testing); interfere with or disrupt the integrity or performance of any Subscription Service or the data contained therein; transmit material containing a software virus or other harmful computer code, file, script, agent, or program; use any Subscription Service for competitive analytical, benchmarking, or market research purposes; sell, resell, license, sublicense, distribute, rent, or lease any Subscription Service, or include any Subscription Service in a service bureau or outsourcing offering; or use any Subscription Service in any manner or for any purpose inconsistent with the terms of this Agreement, in violation of any law, regulation, ordinance, or government authority, or in violation or breach of any obligation Customer may have to a third party.

2.10. Third Party Integrations. A Subscription Service may contain features that enable it to interoperate with third-party products, applications, or services used by Customer (each a "Third-Party Product"). Customer acknowledges and agrees that Limble does not control or operate, and has no responsibility or liability for, any Third-Party Product. Customer's use of any Third-Party Product is subject to the applicable terms and conditions for the Third-Party Product between Customer and the provider of the Third-Party Product. Limble does not endorse or support and is not responsible for Third-Party Products, including without limitation, the privacy and data security policies and practices related to Third-Party Products. Customer may enable integrations between a Subscription Service and a Third-Party Product, and by doing so: (a) instructs

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integration; and (b) grants Limble permission to allow the Third-Party Product and its provider to access Customer Data and information about Customer's usage of the Third-Party Product as appropriate for the interoperation of the Third-Party Product with the Subscription Service. Customer is responsible for providing all instructions to the Third-Party Product provider about the use and protection of Customer Data. Limble and the Third-Party Product provider are not processors or sub-processors of Personal Data with respect to each other. Limble cannot guarantee the continued interoperability of any Subscription Service with any Third-Party Product — for example (and without limitation) the provider of a Third-Party Product may determine to stop making it available for interoperation with a Subscription Service in a manner acceptable to Limble. Unless otherwise agreed by the Parties in an SOW, Limble is not responsible for providing any support, integration, maintenance, or other services for any Third Party Product.

3. SERVICES.

3.1. Service-Specific Terms. The Service-Specific Terms for each Subscription Service (as updated from time to time) are hereby incorporated into this Agreement by reference.

3.2. Onboarding and Support Services. Limble will provide onboarding services and support services to Customer as set forth in the Service-Specific Terms for each Subscription Service.

3.3. Maintenance Services. Limble is responsible to maintain Subscription Software and Mobile Applications. This consists of implementing fixes, patches, and updates to Subscription Software or Mobile Applications, as applicable ("Fixes"), and work-around solutions to address programming errors in Subscription Software or Mobile Applications. All decisions concerning Fixes and work-around solutions or the correction of programming errors, and the timing

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3.4. Software Updates. “Updates” means future Fixes, modifications, enhancements, and additions to, and new versions and releases of, (a) Subscription Software that are implemented on Limble Servers during the Subscription Term for access and use by Customer under the SaaS License, or (b) Mobile Applications that are made available by Limble during the Subscription Term for download, installation, and use by Customer under the App License. Limble may make Updates to Subscription Software from time to time, including by adding or deleting features and functions, in an effort to improve customers’ experience. Updates are part of Subscription Software or Mobile Applications, as applicable, and are licensed to the Customer under the SaaS License or the App License, as applicable. Customer’s Licenses apply only to the then-most-current version of Subscription Software installed on and available to Customer’s Authorized Users from Limble Servers and the then-most-current version of Mobile Applications made available by Limble for download. In any event, Customer’s Licenses do not include any functionality or features of Subscription Software or Mobile Applications that are not included in the subscription or payment plan paid for by Customer for the Subscription Service. Prior or outdated versions of Subscription Software or Mobile Applications may be discontinued by Limble. Limble has no obligation to include in the Licenses, Subscription Software, or Mobile Applications, or make available for access and use by Customer, any future functionality, modules, or products that Limble elects to separately license or provide to its customers. Limble may condition the inclusion and availability of such future functionality, modules, or products on the payment of additional fees or on other conditions and terms. If Customer agrees to pay such additional fees and agrees to such other conditions and terms, if any, then that future functionality, module, or product will be included in the Licenses under and subject to this Agreement.

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by Limble on Limble Servers for the SaaS License and the then-most-current versions of Mobile Applications made available for download by Limble under the App License. Limble has no obligation under this Section 3 with respect to outdated versions of Subscription Software or Mobile Applications.

3.6. Exceptions. Limble's maintenance and support obligations under Sections 3.1-3.3 do not apply to any problem attributable to Customer's Computers or to their connectivity to the Internet, or to Customer's failure to meet its responsibilities or requirements under this Agreement or to follow any Documentation provided by Limble.

3.7. Included Services. The support and maintenance services in Sections 3.1-3.3, and Updates in Section 3.4, are included in the Subscription Fee Customer pays for the applicable Subscription Service.

3.8. Additional Services. Other services (e.g., consultation, onsite implementation, and custom content development) are not included in the support and maintenance services under Sections 3.1-3.3. If Customer desires additional services or changes to the Services, and if Limble desires to provide the additional services or changes to the Services, then the Parties will negotiate one or more Statements of Work (each an "SOW") for the additional services or changes to the Services. Each SOW must be agreed to and signed by both Parties and will be part of and governed by this Agreement. The additional services or changes to the Services described in an SOW ("Additional Services") will be governed by this Agreement as Services. Additional or increased fees or other compensation, as stated in the SOW(s), will be paid by Customer to Limble for Additional Services.

3.9. Cooperation. Customer will promptly make available to Limble such information, assistance, and cooperation as Limble may reasonably request in connection with the Services.

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and information of Customer that are entered into Subscription Software or Mobile Applications, or are otherwise transmitted to Limble Servers, by Customer or any of its Authorized Users as part of Customer's licensed use of a Subscription Service, excluding Account Data (as defined below). Customer Data will be available for download by Customer through Subscription Software at any time during the applicable Subscription Term.

4.2. Account Data. "Account Data" means and refers to information about Customer or any Authorized User that Customer or an Authorized User provides to Limble in connection with registering for Subscription Services or creating or administrating a Subscription Software account, such as first and last name, professional contact details (e.g., company name, job title, email address, phone number, and physical address), and login credentials (e.g., username and password) of an Authorized User or Customer's billing or administrative contact. Customer will ensure that all Account Data is current and accurate at all times during the Subscription Term and will not include any Sensitive Information in Account Data. Account Data is subject to Limble's Privacy Policy (https://limblecmms.com/privacy/).

4.3. Protection and Use. As between the Parties, Customer owns all right, title, and interest in and to Customer Data, subject to the rights and permissions granted in this Agreement. Limble will protect Customer Data as Customer Confidential Information (as defined below) and will use Customer Data only (a) to provide Subscription Services to Customer, (b) to develop, maintain, and improve Subscription Services and other Limble Software Services, (c) to create Usage Data (see Section 8.3), and (d) as set forth in Limble's Data Processing Addendum. Customer hereby grants to Limble a non-exclusive, worldwide, royalty-free right and license to host, copy, use, display, transmit, and otherwise process Customer Data for these purposes.

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security laws with respect to all Customer Data that is Personal Data (as defined in the Data Processing Addendum). With respect to Personal Data included in Customer Data, Customer is the "controller" or "business," and Limble is the "processor" or "service provider," under applicable data privacy and security laws. No Subscription Service asks for or requires, and Subscription Services are not intended to process, any data or information of a sensitive nature ("Sensitive Personal Data"), which includes without limitation information concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, sex life or sexual orientation, or criminal convictions or offenses; personal medical or health information; personal information of children under 13; personal education records; social security, national identity, national insurance, and similar personal identifiers; and any information classified as "Sensitive Personal Information" or any other similar term (e.g., "Sensitive Personal Data," "Special Categories," or "Protected Health Information") under privacy and data protection laws (e.g., the General Data Protection Regulation, the California Consumer Privacy Act, the Gramm-Leach-Bliley Act, and the Health Insurance Portability and Accountability Act). Customer must not transmit, store, or otherwise process any Sensitive Personal Data using Subscription Software or Mobile Applications or on Limble Servers.

4.5. Data Security. During the Subscription Term, Limble will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure, loss, or alteration of, Customer Data in Subscription Software or Mobile Applications or on Limble Servers. In the event of a conflict between these Customer Terms of Service and the terms of the Data Processing Addendum with respect to the processing of Personal Data included in Customer Data, the terms of the Data Processing Addendum will govern.

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adequate technical and procedural access controls and system security requirements and devices to ensure there is no unauthorized or improper access to or use of Subscription Software, Mobile Applications, or Limble Servers, or violation of any data privacy or confidentiality obligation, from, by, or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, volunteers, clients, customers, affiliates, or Authorized Users of Customer. Limble is not responsible or liable for any unauthorized or improper access to or use of Subscription Software, Mobile Applications, or any Customer Data where such access or use originates from, by, or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, clients, customers, affiliates, or Authorized Users of Customer.

4.6.2. Passwords, Access, and User Accounts. A single Subscription Software account will be assigned to each Authorized User. A Subscription Software account may be assigned to and used by only one individual Authorized User — sharing of a Subscription Software account by more than one individual is prohibited. Login credentials (e.g., user IDs and passwords) and access to Subscription Software, Mobile Applications, and Customer Data residing on Limble Servers will be administered and governed by Limble's then-current guidelines and procedures. Customer is responsible for all activities that occur under its Subscription Software account(s) or using the login credentials of any Authorized User. Customer must safeguard the login credentials of its Authorized Users and any other security-related information disclosed to Customer or any Authorized User. Customer must notify Limble immediately of any known unauthorized use of Customer's Subscription Software accounts and any other breach of security relevant to this Agreement or a Subscription Service.

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transmit, upload, or store any data, computer programs, or other subject matter to or on Limble Servers. Transmission of Customer Data by Customer and Authorized Users must be in accordance with Limble's then-current reasonable procedures, requirements, and guidelines, as set forth in Subscription Software, Mobile Applications, or Documentation. Customer is responsible for the accuracy, integrity, completeness, and content of Customer Data.

4.6.4. Customer Data Compliance. Customer warrants that (a) Customer is in compliance with all applicable data privacy and security laws, (b) Customer has made all disclosures, obtained all permissions, consents, rights, and licenses, and is able to rely on an appropriate lawful basis, as required under Applicable Data Protection Law (as defined in the Data Processing Addendum) for the transmission, storage, and processing of Customer Data as described in the Agreement and the Data Processing Addendum, and (c) transmission, storage, and processing of Customer Data under the terms of this Agreement will not infringe, misappropriate, or violate any data privacy laws or regulations (or other applicable laws) or the rights or intellectual property of any third party. Customer will not transmit, store, or otherwise process any Sensitive Personal Data using Subscription Software or Mobile Applications or on Limble Servers.

4.7 Suspension for Security Breach. If Limble believes that Customer's or any Authorized User's access to or use of Subscription Software, Mobile Applications, or Limble Servers, or any of Customer's Computers, presents a security risk to Customer Data, Subscription Software, Mobile Applications, Limble Servers, or the data or property of any other Limble customer, then Limble may suspend Customer's or the Authorized User's access and use until the security risk has been eliminated to Limble's reasonable satisfaction. Customer will fully cooperate with Limble to address

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5. FEES AND PAYMENT.

5.1. Subscription Fee. A “Subscription Fee” is the annual subscription and license fee payable by Customer for a Subscription Service. The Subscription Fee for the Initial Term of a Subscription Service is (a) listed on the Order Form, or (b) if Customer subscribed to the Subscription Service through the self-serve subscription tool, the then-current subscription and license fee for the Subscription Service published on Limble’s Website, or (c) if Customer subscribed to the Subscription Service through a reseller or distributor authorized by Limble to sell subscriptions to the Subscription Service (an “Authorized Reseller”), the amount agreed to by Customer and the Authorized Reseller. Limble may reasonably increase the Subscription Fee for a Renewal Term by giving Customer at least 45 days advance written notice. If the increase is not acceptable to Customer, then Customer may terminate the applicable Subscription Service under Section 6.2.

5.2. Payment Terms. Customer will pay the Subscription Fee for a Subscription Service to Limble within 15 days of the date on which the Initial Term begins and annually thereafter. If Customer elects to make payment to Limble with a credit card, then Customer authorizes Limble to charge the credit card for all Subscription Fees during the Subscription Term. If Customer purchased the Subscription Service through an Authorized Reseller, then Customer will pay the Subscription Fee to the Authorized Reseller as agreed between Customer and the Authorized Reseller. All Subscription Fees are non-refundable.

5.3. Fees for Additional Services. Customer will pay to Limble the fees and expenses for Additional Services, if any, set forth in the applicable SOW within 15 days of receiving an invoice from Limble or as otherwise agreed in the SOW. Unless otherwise agreed in the

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5.4. Taxes. The fees and other amounts payable by Customer under this Agreement do not include any taxes that may be assessed or imposed on a Subscription Service or any of the Licenses, payments, or transactions of this Agreement, including, without limitation, any sales, use, excise, value added, personal property, export, import and withholding taxes, and excluding only U.S. federal and state taxes based upon Limble's or the Authorized Reseller's net income. Customer will directly pay any such taxes assessed against it, and Customer will promptly reimburse or pay Limble or the Authorized Reseller for any such taxes payable, paid, or collectable by Limble or the Authorized Reseller. If any taxes are withheld from any payments to Limble or the Authorized Reseller under this Agreement, Customer must pay such taxes and ensure that Limble or the Authorized Reseller (as applicable) receives the full amount of all payments as stated in this Agreement after payment and satisfaction of such taxes.

5.5. Late Payments. Customer will pay interest to Limble on all past-due amounts owed by Customer under this Agreement at the rate of 1.5% per month or the maximum allowable rate under applicable law, whichever is lower. In addition to any other remedies available to Limble under this Agreement or applicable laws, Limble may suspend Customer's access to Subscription Services until all past-due amounts, together with any interest owed under this Section 5.5, are paid in full.

6. TERM AND TERMINATION.

6.1. Agreement Term. The Agreement begins on the date Customer first subscribes to a Subscription Service and continues in effect until the date that is six months after all Subscription Services have expired or been terminated, unless the Agreement is earlier terminated for breach by either Party under Section 6.4.

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Form. At the end of the Initial Term, the Subscription Service will automatically renew for successive one-year periods (each a "Renewal Term") until one Party gives notice of termination or non-renewal to the other Party at least 30 days before the beginning of the next Renewal Term. The Initial Term and all Renewal Terms are collectively referred to in this Agreement as the "Subscription Term."

6.3. Free Trial. If Customer registers for a free trial of a Subscription Service, then notwithstanding Section 6.2, the Subscription Term for the Subscription Service will continue only for the free trial period, unless earlier terminated by Limble in its sole discretion, and will not renew. Limble will not provide any transition services under Section 6.6 for a free trial of a Subscription Service.

6.4. Termination for Breach. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure the breach within 30 days after receiving written notice of it from the non-breaching Party. This Section 6.4 will not limit the relief, remedies, and damages to which the non-breaching Party may be entitled.

6.5. Effect of Termination.

6.5.1. Subscription Service. Upon expiration or termination of a Subscription Service, the Licenses will terminate with respect to the Subscription Service, and Customer will (a) have no further license or right with respect to the Subscription Service, (b) cease all use of the Subscription Service, and (c) destroy or permanently erase any and all Subscription Software, Mobile Applications, Know-How, Methodology, and Documentation of the Subscription Service in the possession or control of Customer or any of its Consultants, and Customer will confirm compliance therewith in writing to Limble.

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intended to or are expressed to survive the expiration or termination of this Agreement will continue as valid and enforceable obligations of the Parties notwithstanding the expiration or termination of this Agreement, including without limitation Sections 4 (Customer Data, Privacy, and Data Security), 5 (Fees and Payment), 6.5 (Effect of Termination), 7 (Confidentiality), 8 (Limble's Intellectual Property), 9 (General Terms), and the Data Processing Addendum.

6.5.3. Data Destruction. Limble will permanently delete from Limble Servers all Customer Data related to a Subscription Service within 90 days after the expiration or termination of the applicable Subscription Term unless otherwise (a) required by applicable law, or (b) requested by Customer in a written notice received by Limble within 30 days after the end of the Subscription Term.

6.6. Transition Services. Customer Data will be available for download by Customer through the Subscription Service at any time during the Subscription Term. Upon receiving a written request from Customer within 30 days after the expiration or termination of the Subscription Term for a Subscription Service, Limble will promptly provide access for Customer to retrieve a copy of Customer Data. If Customer desires additional transition services from Limble in connection with transitioning to a successor service provider, the Parties may negotiate an SOW to establish the scope and fees for those transition services, which will be Additional Services under this Agreement. Customer acknowledges that Limble may store backup archives of Customer Data on Limble Servers as needed for business continuity purposes, but shall have no obligation to store any Customer Data for more than 30 days after the end of the Subscription Term, and no liability for the deletion or destruction of Customer Data thereafter.

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information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that the Disclosing Party identifies as confidential or proprietary or that a reasonable person would understand to be confidential based on the nature of the information and the circumstances of its disclosure. Without limiting the foregoing, Customer Data is Customer Confidential Information, and Subscription Software, Mobile Applications, Know-How, Methodology, Documentation, and Order Forms (including pricing) are Limble Confidential Information. Confidential Information does not include information that (i) is or becomes generally available to the public other than through a wrongful act of the Receiving Party, (ii) was lawfully in the Receiving Party’s possession before receiving it from the Disclosing Party, (iii) was rightfully disclosed to the Receiving Party without restriction by a third party who is not bound by any confidentiality obligations with respect thereto; or (iv) is independently developed by the Receiving Party, its employees, or third-party contractors without use of or reference to the Disclosing Party’s Confidential Information.

7.2. Protection. All Confidential Information disclosed by the Disclosing Party shall remain the property of the Disclosing Party. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party will (a) not use the Disclosing Party’s Confidential Information except to perform its obligations or exercise its rights under the Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party’s Confidential Information to only those employees, officers, directors, contractors, and advisors of the Receiving Party who need access for purposes consistent with this Agreement and who are bound by confidentiality obligations to the Receiving Party no less protective of the Disclosing Party’s Confidential Information than the protections in this Section 7.2.

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gives the Disclosing Party reasonable advance notice of such required disclosure and cooperates with the Disclosing Party so that the Disclosing Party may obtain appropriate confidential treatment for such Confidential Information.

8. LIMBLE'S INTELLECTUAL PROPERTY.

8.1. Ownership of Subscription Services. Subject to the limited rights granted to Customer under the Licenses, Limble retains all rights, titles, and interests in or to Subscription Software, Mobile Applications, Methodology, or Documentation, including all intellectual property rights. The rights of Customer to Subscription Software, Mobile Applications, Methodology, and Documentation are limited to the Licenses expressly granted to Customer under this Agreement.

8.2. Protection. In addition to its obligations under Section 7, Customer will not (a) allow any person other than its Authorized Users to access or use Subscription Software or Mobile Applications, or (b) disclose or transfer any Methodology, Documentation, or information learned about or from Subscription Software, Mobile Applications, or either of their screen displays, to any other person or entity other than Customer's Authorized Users. Customer will ensure that its employees, Authorized Users, and Consultants, if any, comply with the obligations of this Agreement relating to the protection of Subscription Services.

8.3. Usage Data. Limble collects, aggregates, and analyzes data and information relating to the provision, use, performance, and customers of Limble Software Services ("Usage Data"). As a result of Customer's access to and use of any Subscription Service, Usage Data will be derived in part from Customer Data in an anonymized form that does not directly or indirectly identify Customer, any Authorized User, or any other customer or individual. Customer

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8.4. Feedback. If and to the extent Customer, or any of its Authorized Users or Consultants, discloses or provides to Limble an idea or suggestion to modify, improve, update, or enhance any Subscription Service, or any component thereof ("Feedback"), then Limble will have the right to use, commercialize, and otherwise exploit the Feedback. Customer, Authorized Users, and Consultants agree to license, and hereby license, to Limble the Feedback, and all copyrights, patent rights, trade secrets, and other intellectual property in and to the Feedback, for these purposes. This license is non-exclusive, irrevocable, and worldwide and includes the right to grant sublicenses to others. Customer, Authorized Users, and Consultants make no guaranty or warranty that any Feedback is free of error or defect or that it is suitable for use by Limble or for any of the purposes or requirements of Limble.

9. GENERAL TERMS

9.1. Responsibility for Decisions. CUSTOMER IS SOLELY RESPONSIBLE FOR DECISIONS MADE AND ACTIONS TAKEN BASED ON SUBSCRIPTION SERVICES. IT IS CUSTOMER'S RESPONSIBILITY TO VERIFY ALL ANALYSES, RESULTS, AND DATA CREATED, COMPILED, OR GENERATED WITH THE USE OF SUBSCRIPTION SERVICES. ALL USE OF AND RELIANCE ON SUBSCRIPTION SERVICES AND ANY INFORMATION, DATA, OR RESULTS OBTAINED FROM SUBSCRIPTION SERVICES, ARE AT THE SOLE RISK OF CUSTOMER AND SUCH USE AND RELIANCE MUST BE BY QUALIFIED PROFESSIONALS WHO EXERCISE THEIR OWN INDEPENDENT PROFESSIONAL JUDGMENT.

9.2. Limited Warranty. Limble warrants that (a) Subscription Software and Mobile Applications will perform materially in accordance with the specifications set forth in the Documentation, and (b) Services will be performed in a professional and workmanlike manner. If Limble breaches this warranty, Limble will use commercially reasonable efforts to either fix, repair, or replace

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Limble is unable to fix, repair, or replace the Subscription Software or Mobile Application, or re-perform the non-conforming Services, as applicable, within the 30-day period, Customer may, at its option, either (i) terminate this Agreement in accordance with Section 6.4, or (ii) extend the period for Limble to correct such nonconformity. The foregoing is Customer's sole and exclusive remedy, and Limble's sole and exclusive obligation, for Limble's breach of the warranty set forth in this Section 9.2.

9.3. Disclaimer. NEITHER PARTY MAKES ANY WARRANTY, REPRESENTATION, OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. LIMBLE DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.2, SUBSCRIPTION SERVICES ARE PROVIDED AND LICENSED ON AN "AS IS" BASIS. LIMBLE DOES NOT WARRANT THAT ANY SUBSCRIPTION SERVICES WILL SATISFY CUSTOMER'S REQUIREMENTS, OR THAT THEY ARE WITHOUT DEFECT OR ERROR, OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE. SUBSCRIPTION SERVICES ARE NOT INTENDED, LICENSED, OR PROVIDED FOR ANY HAZARDOUS USE OR ANY APPLICATION REQUIRING FDA OR OTHER GOVERNMENT APPROVAL THAT HAS NOT BEEN OBTAINED BY CUSTOMER. HAZARDOUS USE MEANS USE IN ANY APPLICATION OR ENVIRONMENT IN WHICH ANY FAILURE OR MALFUNCTION OF, OR ERROR OR DEFECT IN, SUBSCRIPTION SERVICES COULD RESULT IN ANY CATASTROPHE OR LOSS OF LIFE OF, OR PHYSICAL INJURY TO, A NATURAL PERSON.

9.4. Indemnity.

9.4.1. Obligation. Limble will indemnify, defend, and hold Customer harmless from and against damages, liabilities, settlements, and judgments resulting from any third-party claim against Customer that a Subscription Service infringes the

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promptly give written notice to Limble of any Indemnified Claim, but failure to give notice will not diminish Limble's indemnity obligation if the failure does not materially prejudice Limble's ability to defend the Indemnified Claim; (b) Customer must allow Limble to control the defense and settlement of the Indemnified Claim and any litigation thereof, but Limble may not enter into any settlement of an Indemnified Claim that imposes any obligation, burden, or liability on Customer without Customer's prior written consent; and (c) Customer must fully cooperate with Limble in connection with such defense, settlement, and litigation. Limble will have no indemnity obligation to the extent an Indemnified Claim arises from or is based upon: (i) any change, modification, or addition to the Subscription Service not made by, or at the direction of, Limble, its developers, or authorized representatives; (ii) Customer's use of the Subscription Service in combination with anything not sold or provided by Limble to Customer; (iii) Customer's use of the Subscription Service in breach of this Agreement; or (iv) specifications, requirements, trademarks, or trade dress requested, specified, or required by Customer for the Subscription Service.

9.4.2. Mitigation. Customer must use commercially reasonable efforts to mitigate damages in the event of an Indemnified Claim and cooperate with the reasonable requests of Limble for mitigation. If requested by Limble, Customer will cease use of any infringing Subscription Service. Limble will have no obligation or liability with respect to claims brought against Customer by any of Customer's affiliates. If a Subscription Service becomes, or in Limble's reasonable opinion is likely to become, the subject of an Indemnified Claim, then Limble will: (a) promptly at Limble's expense secure the right of continued use of the Subscription Service, (b) if this cannot be accomplished with reasonable efforts, then at Limble's expense,

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the affected components of the Subscription Service or disrupt the business operations of Customer, or (c) if neither of the foregoing can be accomplished by Limble, then upon at least 30 days' prior written notice to Customer, Limble may terminate this Agreement. Upon such termination, Limble will promptly provide a prorated refund to Customer of any prepaid Subscription Fees for the remaining Subscription Term after the termination date.

9.5. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL LIMBLE BE LIABLE OR RESPONSIBLE IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, COVER, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS OR REVENUE, LOSS OF USE OF ANY COMPUTER PROGRAMS, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, DATA, SERVICES, OR SOFTWARE, OR CLAIMS BY ANY PERSON OTHER THAN CUSTOMER, EVEN IF LIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. UNDER NO CIRCUMSTANCES WILL LIMBLE'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, ANY ORDER FORM, ANY SOW, OR ANY SUBSCRIPTION SERVICES (REGARDLESS OF THE FORM OF ACTION OR CLAIM — E.G. CONTRACT, WARRANTY, TORT, OR OTHERWISE) EXCEED A LIMIT EQUAL TO THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER TO LIMBLE UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL ANY OF LIMBLE'S OFFICERS, PERSONNEL, OWNERS, LICENSORS, CONTRACTORS, SUBCONTRACTORS, OR ADVISORS HAVE ANY LIABILITY RELATING TO OR ARISING FROM THIS AGREEMENT OR ANY SUBSCRIPTION SERVICES. This Agreement, including its disclaimers and limitations of liability, represents a mutually agreed upon allocation of risk and the consideration given has been set to reflect such allocation.

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injury to the other Party (the “offended Party”) inadequately compensable in damages and monetary remedies alone. Accordingly, the offended Party may seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of said covenants or provisions. Such relief will be in addition to any other remedies that may be available to the offended Party.

9.7. Notices. Any notice or consent from Limble to Customer may be sent or delivered by email to Customer’s administrative Authorized User(s) (sometimes referred to as Super User(s)), by first class, priority or express mail, by registered or certified mail, by commercial courier (e.g., Federal Express or UPS), by personal delivery, or through notifications in Subscription Software. Customer will keep Limble informed of Customer’s then-current physical addresses. Any notice to Limble may be sent by email to legal@limblecmms.com.

9.8. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction will apply against or in favor of either Party. Whenever the context reasonably permits, the singular will include the plural, the plural will include the singular, and the whole will include any part thereof.

9.9. Headings. Section headings used herein are for convenience only and will not be used to broaden or limit this Agreement.

9.10. Assignment. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the other Party’s prior written consent, provided, however that either Party may assign this Agreement in its entirety, without the other Party’s written consent, to the successor entity in the event of a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning Party’s assets. Subject to the foregoing, any

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9.11. Successors. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

9.12. Force Majeure. Notwithstanding anything to the contrary, neither Party will be deemed in breach of this Agreement or otherwise liable for any delay or failure to perform an obligation or duty where such delay or failure is caused by any act of nature, fire, flood, accident, riot, war, crime, terrorism, government intervention or regulation, any obligation to comply with any law, regulation or ordinance, any disruption or interference in communications, equipment or software, the Internet, any disruption or delay in supplies, communications, power, or other utilities, any labor dispute or shortage, or circumstances beyond the control of that Party or for the misconduct of an unaffiliated person. It is also understood that downtime of Limble Servers, Subscription Software, or Mobile Applications for maintenance, re-location, Upgrades, and other purposes will be necessary from time-to-time and that unintended interruptions and downtime may also occur and are not a breach of this Agreement.

9.13. Governing Law. This Agreement and the rights and obligations of the Parties hereunder will be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Utah, without regard to conflict of law principles. The Parties consent to the jurisdiction of the state and federal courts located in Salt Lake City or County, Utah and agree that such courts and their respective courts of appeal will be the exclusive venue for the resolution of any dispute relating to this Agreement or any of the Subscription Services. Each Party waives any objection which it may have now or hereafter to the laying of venue in such courts, and irrevocably submits to the exclusive jurisdiction and venue of such courts.

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for the performance of its obligations under this Agreement.

9.15. Relationship. Neither Party is the partner, joint venturer, agent, or representative of the other Party. Each Party is an independent contractor. There is no employment relationship between the Parties. Neither Party has the authority to make any representations or warranties or incur any obligations or liabilities on behalf of the other Party. Neither Party will make any representation to a third party inconsistent with this Section 9.15. There are no third-party beneficiaries to this Agreement.

9.16. Marketing. Unless otherwise set forth in an Order Form, Customer grants permission to Limble to identify Customer as a Limble customer using Customer's name or logo in any marketing, sales, public relations, or financial materials during the term of the Agreement.

9.17. Waiver and Severability. Any waiver of, or promise not to enforce, any right under this Agreement will not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

9.18. Export Compliance. Subscription Services may be subject to the export laws of the United States and other jurisdictions. Customer hereby warrants and certifies that Customer (a) is not on any U.S. Government denied-party list, and (b) will not permit any Authorized User to access or use Subscription Services in a U.S.-embargoed country or region, or permit access or use by any denied party, in violation of any U.S. export law or regulation.

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other Party in connection with this Agreement.

9.20. U.S. Government Agency. If Customer is a U.S. Government agency, Customer acknowledges that the Subscription Software and Mobile Applications licensed under this Agreement are “commercial items,” “commercial computer software,” and/or “commercial computer software documentation” that have been developed at private expense and not under a Government contract or at Government expense. The Government’s rights relating to Subscription Software and Mobile Applications are limited to those rights and provisions applicable to Customer as set forth in this Agreement and are binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies, as applicable. U.S. Government rights to use, modify, reproduce, release, perform, display or, disclose Subscription Software and Mobile Applications are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) and/or restrictions of DFARS 227.7202-1(a) and DFARS 227.7202-3(a), as applicable for U.S. Department of Defense (“DOD”) procurements and the limited rights of restrictions of FAR 52.227-14 and/or restricted rights provisions of FAR 52.227-14 and FAR 52.227-19, as applicable, and applicable agency FAR Supplements, for non-DOD Federal procurements.

9.21. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.

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representations and warranties relating to the subject matter of this Agreement, whether written or oral, and (iii) may be amended, canceled, or rescinded only as set forth in Section 9.23 or by a writing signed by duly authorized representatives of both Parties. Any terms or conditions of any purchase order or other document submitted by Customer in connection with this Agreement or any Subscription Services that are in addition to, different from, or inconsistent with the terms and conditions of this Agreement are for administrative purposes only, are not binding on Limble, and are of no legal effect.

9.23. Amendments. Limble may modify these Customer Terms of Service, or the Data Processing Addendum, or Service-Specific Terms, by posting a revised version on Limble's Website. The revised version will take effect on the date it is posted to Limble's Website. Limble will provide notice of the revised version to Customer by email to Customer's administrative Authorized User(s) (sometimes referred to as Super User(s)) or through the Subscription Software. If Customer does not agree with a modification, then Customer must notify Limble in writing within thirty (30) days after Limble posts the revised version on Limble's Website. If Customer provides this notice, then the Subscription Services will continue to be governed by the terms and conditions of the Agreement prior to modification until the next Renewal Term, after which the then-current Customer Terms of Service, Data Processing Addendum, and applicable Service-Specific Terms posted on Limble's Website will apply. However, if Limble can no longer reasonably provide the Subscription Services to Customer under the Agreement prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Subscription Services will terminate upon Limble's notice to Customer, and Limble will promptly refund any prepaid, but unused Subscription Fees covering use of the Subscription Services after termination.

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Service-Specific Terms

1. LIMBLE CMMS SERVICE-SPECIFIC TERMS.

1.1. Definitions.

1.1.1. “Customer Success Manager” means a Limble customer success manager assigned as a direct point of contact to a customer subscribing to either a Premium+ plan or an Enterprise plan.

1.1.2. “Onboarding Services” or “Onboarding” means virtual onboarding and training services provided by Limble personnel via telephone, video conferencing, email, and webchat, or through recorded learning modules, to assist Customer in using the Limble CMMS Subscription Service.

1.1.3. “Support Services” or “Support” means virtual support services provided by Limble personnel via telephone, video conferencing, email, and webchat concerning problems and issues relating to the Limble CMMS Subscription Service and remote access to it as contemplated by the Agreement. Support Services do not include training and are subject to the reasonable availability of Limble’s support personnel during Limble’s standard support hours. Support Services are subject to Limble’s then-current virtual support policies, limitations, and procedures.

1.2. Standard Onboarding and Support Services. Limble will provide standard Onboarding Services and Support Services to assist Customer in using Limble CMMS. If Customer subscribes to a Premium+ Plan or to an Enterprise Plan, then Customer will be assigned one or more Customer Success Manager(s). If Customer subscribes to a Basic Plan or to a Standard Plan, then no Customer Success Manager will be assigned.

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implementation or training). Upon Customer's request and Limble's agreement in an Order Form or SOW, Limble will provide requested implementation services as Additional Services on a time and materials basis under Section 3.8 of the Customer Terms of Service.

2. LIMBLE FUSE SERVICE-SPECIFIC TERMS.

2.1. Beta Release. The Fuse Solution is currently in beta testing, and Limble provides the Fuse Solution to Customer on that basis at a discounted, flat rate. Customer acknowledges and agrees that (a) Limble will not provide support for the Fuse Solution during the period of beta testing, and (b) pricing for the Fuse Solution will include a usage-based component after the period of beta testing.

2.2. Scope of Use. The Fuse Solution is offered by Limble for use in conjunction with Subscription Software, but the Fuse Solution is not part of Subscription Software. The Fuse Solution is hosted by Limble for remote access and use by Customer under the SaaS License as though the Fuse Solution were part of Subscription Software. The Fuse Solution provides functionality that enables integration of the Subscription Software with certain third-party applications designated by Limble from time to time (the "Designated Applications"). The then-current list of Designated Applications is available from Limble and may change from time to time. Currently, the Fuse Solution is offered and available only with data hosting in the United States. Customer may use the Fuse Solution on a hosted subscription basis for its intended purposes to integrate Subscription Software used by Customer under the SaaS License with Designated Applications and for no other purpose. Customer may use the Fuse Solution only in conjunction with Subscription Software.

2.3. Integration Configurations. Limble's customers use the Fuse Solution to configure and utilize integrations between Subscription Software and Designated Applications ("Integration Configurations").

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hereby grants to Limble a license to use, disclose, distribute, copy, modify, and commercialize Integration Configurations created by Customer using the Fuse Solution. This right is non-exclusive, irrevocable, and worldwide and includes the right to grant sublicenses to others, including other Fuse Solution customers.

2.4. Third-Party Technology. The Fuse Solution includes third-party technology, including computer programs that are licensed to Limble for the purpose of making that technology available to customers in conjunction with Subscription Software. Any third party licensor of that technology will have no obligation or liability to Customer and makes no representation or warranty to Customer. The confidentiality obligations and other protections of Subscription Software under the Agreement will also apply to the Fuse Solution on a mutatis mutandis basis. Customer must not copy or modify any of the Fuse Solution or make any of it available to any other person or entity.

2.5. WARRANTY DISCLAIMER. LIMBLE MAKES NO WARRANTY CONCERNING THE FUSE SOLUTION, AND IT IS PROVIDED ON AN "AS IS" BASIS. HOWEVER, IF CUSTOMER IS DISSATISFIED WITH THE FUSE SOLUTION, CUSTOMER MAY TERMINATE ITS SUBSCRIPTION TO THE FUSE SOLUTION.

3. LIMBLE SEARCH SERVICE-SPECIFIC TERMS.

3.1. Beta Release. Limble Search is currently in beta testing as a Limble Software Service. LIMBLE MAKES NO WARRANTY CONCERNING LIMBLE SEARCH DURING BETA TESTING, AND AS SUCH LIMBLE SEARCH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

3.2. Onboarding. Limble Search does not require implementation. Helpful content about using Limble Search is available in Limble's Help Center (https://help.limblecmms.com/en/). Onboarding and

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via email at support@limblecmms.com (mailto:support@limblecmms.com), subject to the reasonable availability of Limble Search support personnel. Support services are subject to Limble's then-current virtual support policies, limitations, and procedures.

3.4. Security. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing (as defined in the Data Processing Addendum) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Limble shall in relation to Customer Personal Data (as defined in the Data Processing Addendum) Processed in connection with Limble Search implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. During beta testing, Customer acknowledges and agrees that these measures will not include all of the measures described in Annex II of the Data Processing Addendum with respect to Customer Personal Data Processed in connection with Limble Search.

Release Date: Version 2.1, June 9, 2025

Limble Data Processing Addendum

This Data Processing Addendum ("Addendum") completes and forms part of the Terms of Service, as updated from time to time, or other agreement between Limble and Customer (together the "Parties") governing Customer's use of the Service (altogether "Principal Agreement"). This Addendum is concluded between Limble Solutions, Inc., and its affiliates, subsidiaries and branches ("Limble") and the Customer as defined in the Principal Agreement ("Customer").

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1. Definitions and Interpretation

1.1. In this Addendum:

1.1.1. “Applicable Data Protection Law” means the following data protection law(s), as applicable, including any subsequent amendments, modifications and revisions thereto: (i) European Data Protection Law, including the GDPR; and (ii) the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (“CCPA”) and any other applicable U.S. federal and state privacy laws that apply generally to the processing of individuals’ Personal Data and that do not apply solely to specific industry sectors (e.g., financial institutions), specific demographics (e.g., children), or specific classes of information (e.g., health or biometric information) (“U.S. Privacy Laws”);

1.1.2. “Consumer” has the meaning defined in the U.S. Privacy Laws;

1.1.3. “Customer Personal Data” means Personal Data contained within Customer Data (as defined in the Principal Agreement);

1.1.4. “Data Subject Rights” means Data Subjects’ rights to information, access, rectification, erasure, restriction, portability, objection, the right to withdraw consent, and the right not to be subject to automated individual decision-making in accordance with Applicable Data Protection Law;

1.1.5. “European Data Protection Law” means the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), their national implementations in the European Economic Area (“EEA”), including the European Union, and all other data

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1.1.6. “International Data Transfer” means any disclosure of Customer Personal Data by an organization subject to European Data Protection Law to another organization located outside the EEA, the UK, or Switzerland;

1.1.7. “Services” means the services provided by Limble to Customer as defined in Section 1.2.6 of the Principal Agreement;

1.1.8. “Share,” “Shared,” and “Sharing” have the meaning defined in the CCPA;

1.1.9. “Sale” and “Selling” have the meaning defined in the U.S. Privacy Laws;

1.1.10. “Subprocessor” means a Processor engaged by Limble to Process Customer Personal Data;

1.1.11. “SCCs” means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as amended or replaced from time to time;

1.1.12. “Third-Party Controller” means a Controller for which Customer is a Processor;

1.1.13. “UK Addendum” means the addendum to the SCCs issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022); and

1.1.14. “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor”, “Processed” and “Supervisory Authority” have the meaning given to them in

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1.1.15. In the event of a conflict in the meanings of defined terms in the U.S. Privacy Laws, the meaning from the law applicable to the state of residence of the relevant Consumer applies.

1.2. Capitalized terms used but not defined herein have the meaning given to them in the Principal Agreement.

2. Scope

2.1. This Addendum applies to the Processing of Customer Personal Data by Limble subject to Applicable Data Protection Law to provide the Services.

2.2. The subject matter, nature, and purpose of the Processing, the types of Customer Personal Data and categories of Data Subjects are set out in Annex I, which is an integral part of this Addendum.

2.3. Customer is a Controller and appoints Limble as a Processor on behalf of Customer. Limble will only Process Customer Personal Data on behalf of Customer for the limited and specific purposes set forth in Annex I. Customer is responsible for compliance with the requirements of Applicable Data Protection Law applicable to Controllers.

2.4. If Customer is a Processor on behalf of a Third-Party Controller, then Customer: is the single point of contact for Limble; must obtain all necessary authorizations from such Third-Party Controller; and undertakes to issue all instructions and exercise all rights on behalf of such other Third-Party Controller.

2.5. Customer acknowledges that Limble may Process Personal Data (*e.g.*, Account Data, as defined in the Principal Agreement) relating to the operation, support, or use of the Services for its own business purposes, such as accounting and finance, account management, data analysis, benchmarking, product development, sales and marketing, and compliance with law, and including as

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3. Processing of Customer Personal Data

3.1. Limble shall:

3.1.1. comply with Applicable Data Protection Laws in the Processing of Customer Personal Data, provide the level of privacy protection required by the U.S. Privacy Laws and provide Customer with all reasonably-requested assistance to enable Customer to fulfill its own obligations under the U.S. Privacy Laws;

3.1.2. not Process Customer Personal Data other than on the Customer's documented instructions; and

3.1.3. With respect to the Processing of Personal Data subject to U.S. Privacy Laws, except as explicitly permitted by the applicable U.S. Privacy Laws, Limble is prohibited from (i) Selling or Sharing Customer Personal Data, (ii) retaining, using, or disclosing Customer Personal Data for any purpose other than for the specific purpose of performing the services specified in Annex I, (iii) retaining, using, or disclosing Customer Personal Data outside of the direct business relationship between the Parties, and (iv) combining Customer Personal Data with Personal Data obtained from, or on behalf of, sources other than Customer.

3.2. Customer hereby instructs Limble to process Customer Personal Data to provide the Services in accordance with the Principal Agreement and this Addendum, or any applicable statement of work.

3.3. Customer may reasonably issue additional instructions as necessary to comply with Applicable Data Protection Law.

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Customer's documented instructions.

4. Processor Personnel

4.1. Limble will ensure that all personnel including employees, agents, sub-contractors and sub-processors authorized to Process Customer Personal Data are subject to an obligation of confidentiality.

5. Security

5.1. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Limble shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures described in Annex II.

5.2. Customer acknowledges that the security measures in Annex II are appropriate in relation to the risks associated with Customer's intended Processing and will notify Limble prior to any intended Processing for which Limble's security measures may not be appropriate.

6. Subprocessing

6.1. Customer hereby authorizes Limble to engage Subprocessors. A list of Limble's current Subprocessors is included in https://trust.limblecmms.com/.

6.2. Limble will enter into a written agreement with Subprocessors which imposes the same obligations as required by Applicable Data Protection Law. Limble shall specifically ensure that Limble's subcontractors or Subprocessors who Process Customer Personal

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Data, as well as to comply with the applicable U.S. Privacy Laws.

6.3. Limble will notify Customer prior to any intended change to Subprocessors. Customer may object to the addition of a Subprocessor based on reasonable grounds relating to a potential or actual violation of Applicable Data Protection Law by providing written notice detailing the grounds of such objection within thirty (30) days following Limble's notification of the intended change. Customer and Limble will work together in good faith to address Customer's objection. If Limble chooses to retain the Subprocessor, Limble will inform Customer at least thirty (30) days before authorizing the Subprocessor to Process Customer Personal Data, and either party may immediately discontinue providing or using the relevant parts of the Services, as applicable, and may terminate the relevant parts of the Services within thirty (30) days.

6.4. If any Subprocessor fails to fulfill its obligations under Applicable Data Protection Law, Limble will be fully liable to Customer for the performance of such obligations.

7. Data Subject Rights and Consumer Rights

7.1. Limble shall promptly notify Customer if it determines that it can no longer meet its obligations under applicable U.S. Privacy Laws. Upon receiving notice from Limble in accordance with this subsection, Customer may direct Limble to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data.

7.2. Taking into account the nature of the Processing, Limble shall provide commercially reasonable assistance to the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's

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7.3. Limble shall:

7.3.1. promptly notify Customer if it receives a request to exercise Data Subject Rights under Applicable Data Protection Law in respect of Customer Personal Data; and

7.3.2. ensure that it does not respond to that request except on the documented instructions of Customer or as required by applicable law to which Limble is subject, in which case Limble shall to the extent permitted by applicable law inform Customer of that legal requirement before Limble responds to the request.

7.4. Customer shall promptly inform Limble if it receives any request to exercise Data Subject Rights or any Consumer request made pursuant to the U.S. Privacy Laws affecting Customer Personal Data Processed by Limble that Customer must comply with. Customer shall provide Limble with the information necessary for Limble to comply with any such request.

7.5. Limble shall not be required to delete any Customer Personal Data to comply with a Consumer's request directed by Customer if retaining such information is specifically permitted by applicable U.S. Privacy Laws; provided, however, that in such case, Limble will promptly inform Customer of the exceptions relied upon under applicable U.S. Privacy Laws and Limble shall not use Customer Personal Data retained for any purpose other than provided for by that exception.

8. Personal Data Breach

8.1. Limble will notify Customer without undue delay after becoming aware of a Personal Data Breach involving Customer Personal Data. If Limble's notification is delayed, it will be accompanied by reasons for the delay.

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8.3. Limble shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligations under European Data Protection Law to provide notice of Personal Data Breaches to Supervisory Authorities and Data Subjects, as applicable.

9. Data Protection Impact Assessment and Prior Consultation

9.1. Taking into account the nature of the Processing, Limble shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligations under European Data Protection Law to conduct data protection impact assessments, and prior consultations with Supervisory Authorities, as applicable.

10. Audit

10.1. Upon reasonable request, Limble must make available to Customer all information necessary to demonstrate compliance with the obligations of this Addendum and allow for and contribute to audits, including inspections, as mandated by a Supervisory Authority or as reasonably requested no more than once per year by Customer, and performed by an independent auditor as agreed upon by Customer and Limble. The foregoing shall only extend to those documents and facilities relevant and material to the Processing of Customer Personal Data and shall be conducted during normal business hours and in a manner that causes minimal disruption. Limble and Customer each bear their own costs related to an audit.

10.2. With respect to the Processing of Personal Data subject to U.S. Privacy Laws, Customer has the right to monitor Limble's compliance with this Addendum through measures, including, but

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10.3. Where permitted by law, Limble may instead make available to Customer a summary of the results of a third-party audit or certification reports relevant to Limble's compliance with this Addendum.

11. International Data Transfers

11.1. Customer hereby authorizes Limble to perform International Data Transfers to any country deemed to have an adequate level of data protection by the European Commission or other competent authorities (including the competent authorities in the UK and Switzerland), as appropriate; on the basis of adequate safeguards in accordance with European Data Protection Law; or pursuant to the SCCs and the UK Addendum referred to in Sections 11.2 and 11.3.

11.2. By signing this Addendum, Customer and Limble conclude Module 2 (Controller-to-Processor) of the SCCs and, to the extent Customer is a Processor on behalf of a Third-Party Controller, Module 3 (Processor-to-Subprocessor) of the SCCs, which are hereby incorporated and completed as follows: the "data exporter" is Customer; the "data importer" is Limble; the optional docking clause in Clause 7 is implemented; Option 2 of Clause 9(a) is implemented and the time period therein is specified in Section 6.3 above; the optional redress clause in Clause 11(a) is struck; Option 1 in Clause 17 is implemented and the governing law is the law of Ireland; the courts in Clause 18(b) are the Courts of Ireland; Annex I and II to Module 2 and 3 of the SCCs are Annex I and II to this Addendum respectively. For International Data Transfers from Switzerland, Data Subjects who have their habitual residence in Switzerland may bring claims under the SCCs before the courts of Switzerland.

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Addendum is completed as follows: (i) in Table 1, the “Exporter” is Customer and the “Importer” is Limble, their details are set forth in the signature block below; (ii) in Table 2, the first option is selected and the “Approved EU SCCs” are the SCCs referred to in Section 11.2 of this Addendum; (iii) in Table 3, Annexes 1 (A and B) and II to the “Approved EU SCCs” are Annex I and II respectively; and (iv) in Table 4, both the “Importer” and the “Exporter” can terminate the UK Addendum.

11.4. If Limble’s compliance with European Data Protection Law applicable to International Data Transfers is affected by circumstances outside of Limble’s control, including if a legal instrument for International Data Transfers is invalidated, amended, or replaced, then Customer and Limble will work together in good faith to reasonably resolve such non-compliance. In the event that additional, replacement or alternative standard contractual clauses or UK standard contractual clauses are approved by Supervisory Authorities or other competent authorities, Limble reserves the right to amend this Addendum by adding to or replacing, the standard contractual clauses or UK standard contractual clauses that form part of it at the date of signature in order to ensure continued compliance with European Data Protection Law.

12. Liability

12.1. Where Limble has paid compensation, damages or fines, Limble is entitled to claim back from Customer that part of the compensation, damages or fines, corresponding to Customer’s part of responsibility for the compensation, damages or fines.

13. Termination and return or deletion

13.1. This Addendum is terminated upon the termination of the Principal Agreement.

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14. Modification of this Addendum

14.1. This Addendum may only be modified by a written amendment signed by both Limble and Customer.

15. Invalidity and severability

15.1. If any provision of this Addendum is found by any court or administrative body of a competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this Addendum and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

ANNEX I
DESCRIPTION OF THE TRANSFER

A. LIST OF PARTIES

Data exporter:

- **Name:** Customer (as defined in the Principal Agreement, and as indicated in the Order Form or the customer's Subscription Software account)
- **Address:** As indicated in the Order Form or in the customer's Subscription Software account.
- **Contact person's name, position and contact details:** As indicated in the Order Form or in the Customer's Subscription Software account.
- **Activities relevant to the data transferred under these Clauses:** Customer receives Limble's Services as described in the Principal Agreement and Customer provides Personal Data to Limble in that context.

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Software's self-serve subscription tool.

- **Role (controller/processor):** Controller, or Processor on behalf of Third-Party Controller

Data importer:

- **Name:** Limble Solutions, Inc.
- **Address:** 3290 West Mayflower Way, Lehi, UT 84043, United States of America.
- **Contact person's name, position and contact details:** Caleb Frischknecht, General Counsel, legal@limblecmms.com,Tel: 801-851-1218.
- **Activities relevant to the data transferred under these Clauses:** Limble provides its Services to Customer as described in the Principal Agreement and Processes Personal Data on behalf of Customer in that context.
- **Signature and date:** See the Order Form or the electronic acceptance of the Principal Agreement through the Subscription Software's self-serve subscription tool
- **Role (controller/processor):** Processor on behalf of Customer, or Subprocessor on behalf of Third-Party Controller

B. DESCRIPTION OF INTERNATIONAL DATA TRANSFER

- **Categories of Data Subjects whose Personal Data is transferred**: The data subjects may include Customer's personnel, staff, work requestors, contractors, and consultants.
- **Categories of Personal Data transferred:**

#	Category of Personal Data

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	chooses to integrate with the Services.
2	Professional contact details, such as company name, job title, email address, phone numbers, fax number, physical address, and fees for completing maintenance tasks.
3	User content, such as information about ongoing and completed work orders and projects, project deadlines and status, inventory of available tools and technology, images showing maintenance needs and project status, location of projects, chat messages between users, and any other content uploaded by users of Limble's Services.
4	Support information, such as information included in technical support requests sent by Customer, any additional information provided by Customer, and information about the type of technical support provided to Customer.
5	Communications, such as contact details (e.g., name, email address, postal address, telephone number) and the contents of any message sent to Limble's customer support and customer management teams.

- **Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:** Limble does not intend to receive sensitive Personal Data from its Customers.

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duration of the Principal Agreement.

- **Nature of the processing:** The Personal Data will be processed and transferred as described in the Principal Agreement.
- **Purpose(s) of the data transfer and further processing:** The Personal Data will be transferred and further processed for the provision of the Services as described in the Principal Agreement.
- **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**: Customer Personal Data will be retained, and returned or deleted, along with other Customer Data as set forth in the Principal Agreement.
- **For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:** For the subject matter and nature of the Processing, reference is made to the Principal Agreement and this Addendum. The Processing will take place for the duration of the Principal Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

- The competent authority for the Processing of Personal Data relating to Data Subjects located in the EEA is the Supervisory Authority: (a) of Customer's country of establishment in the EU, or, where not applicable; (b) of the country where the Customer's EU data protection representative is located; or, where not applicable, (c) the Irish Data Protection Commission.
- The competent authority for the Processing of Personal Data relating to Data Subjects located in the UK is the UK Information Commissioner.
- The competent authority for the Processing of Personal Data relating to Data Subjects located in Switzerland is the Swiss Federal Data Protection and Information Commissioner.

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DATA

Limble maintains a comprehensive documented security program based on industry best practices and standards, under which Limble implements and maintains physical, administrative, and technical safeguards designed to protect the confidentiality, integrity, availability, and security of the Service and personal data (the “Security Program”), including, but not limited to, as set forth below. Limble regularly tests and evaluates its Security Program, and may review and update its Security Program, however, such updates shall be designed to enhance and not materially diminish the Security Program.

1. Limble Audits & Certifications

1.1. The information security management system used to provide the service shall be assessed by independent third-party auditors as described in the following audits and certifications (“**Third-Party Audits**“), on at least an annual basis:
• SOC 2 Type II

1.2. To the extent Limble decides to discontinue a Third-Party Audit, Limble will adopt or maintain an equivalent, industry-recognized framework.

2. Hosting Location of Personal Data

2.1. Hosting Location. The hosting location of personal data is the production Cloud Environment in the Region offered by Limble and selected by Customer.

3. Encryption

3.1. Encryption of Personal Data. Limble encrypts personal data at-rest using AES 256-bit (or better) encryption, with the exception of object storage, which is protected with object key

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3.2. Encryption Key Management. Limble logically separates encryption keys from personal data.

4. System & Network Security

4.1. Access Controls.

4.1.1. All Limble personnel access to the Cloud Environment is via a unique user ID, consistent with the principle of least privilege, requires a VPN, as well as multi-factor authentication and passwords meeting or exceeding PCI-DSS length and complexity requirements.

4.1.2. Limble personnel will not access personal data except (i) as reasonably necessary to provide Limble Offerings under the Principal Agreement or (ii) to comply with the law or a binding order of a governmental body.

4.2. Endpoint Controls. For access to the Cloud Environment, Limble personnel use Limble-issued laptops which utilize security controls that include, but are not limited to, (i) disk encryption, (ii) endpoint detection and response (EDR) tools to monitor and alert for suspicious activities and Malicious Code (as defined below), and (iii) vulnerability management in accordance with Section 4.7.3 (Vulnerability Management).

4.3. Separation of Environments. Limble logically separates production environments from development environments. The Cloud Environment is both logically and physically separate from Limble's corporate offices and networks.

4.4. Firewalls / Security Groups. Limble shall protect the Cloud Environment using industry standard firewall or security groups technology with deny-all default policies to prevent egress and ingress network traffic protocols other than those that are business-required.

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software, disabling or removing unnecessary services, and regular patching as described in this Annex II.

4.6. Monitoring & Logging.

4.6.1. Infrastructure Logs. Monitoring tools or services, such as intrusion detection tools, are utilized to log certain activities and changes within the Cloud Environment. These logs are further monitored, analyzed for anomalies, and are securely stored to prevent tampering for at least one year.

4.7. Vulnerability Detection & Management.

4.7.1. Anti-Virus & Vulnerability Detection. The Cloud Environment leverages advanced threat detection tools with daily signature updates, which are used to monitor and alert for suspicious activities. Limble does not monitor personal data for Malicious Code.

4.7.2. Penetration Testing & Vulnerability Detection. Limble regularly conducts penetration tests throughout the year and engages one or more independent third parties to conduct penetration tests of the service at least annually. Limble also runs vulnerability scans for the Cloud Environment using updated vulnerability databases at least quarterly.

4.7.3. Secure Code Scanning / Review. Limble has put in place automated code vulnerability assessment tools to assess the potential impact of new code prior to it going into a production environment.

4.7.4. Secure Code Training. Limble has put into place a policy of at least yearly secure code training for every engineer in the organization.

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Upon becoming aware of such vulnerabilities, Limble will use commercially reasonable efforts to address private and public (e.g., U.S.-Cert announced) critical and high vulnerabilities within 30 days, and medium vulnerabilities within 90 days. To assess whether a vulnerability is 'critical', 'high', or 'medium', Limble leverages the National Vulnerability Database's (NVD) Common Vulnerability Scoring System (CVSS), or where applicable, the U.S.-Cert rating.

5. Administrative Controls

5.1. Personnel Security. Limble requires criminal background screening on its personnel as part of its hiring process, to the extent permitted by applicable law.

5.2. Personnel Training. Limble maintains a documented security awareness and training program for its personnel, including, but not limited to, onboarding and on-going training at least yearly.

5.3. Personnel Agreements. Limble personnel are required to sign confidentiality agreements. Limble personnel are also required to sign Limble's information security policy, which includes acknowledging responsibility for reporting security incidents.

5.4. Personnel Access Reviews & Separation. Limble reviews the access privileges of its personnel to the Cloud Environment at least quarterly and removes access on a timely basis for all separated personnel.

5.5. Limble Risk Management & Threat Assessment. Limble's risk management process is modeled on SOC 2 Type 2. Limble's security committee meets regularly to review reports and material changes in the threat

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5.6. External Threat Intelligence Monitoring. Limble reviews external threat intelligence, including US-Cert vulnerability announcements and other trusted sources of vulnerability reports. U.S.-Cert announced vulnerabilities rated as critical or high are prioritized for remediation in accordance with Section 4.7.5 (Vulnerability Management).

5.7. Change Management. Limble maintains a documented change management program for the Services.

5.8. Vendor Risk Management. Limble maintains a vendor risk management program for subprocessors that process personal data designed to ensure each subprocessor maintains security measures consistent with Limble's obligations in this Annex II.

6. Physical & Environmental Controls

6.1. Cloud Environment Data Centers. To ensure the Cloud Provider has appropriate physical and environmental controls for its data centers hosting the Cloud Environment, Limble regularly reviews those controls as audited under the Cloud Provider's third-party audits and certifications. Each Cloud Provider shall have a SOC 2 Type II annual audit and ISO 27001 certification, or industry recognized equivalent frameworks. Such controls, shall include, but are not limited to, the following:

6.1.1. Physical access to the facilities are controlled at building ingress points;

6.1.2. Visitors are required to present ID and are signed in;

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6.1.4. Physical access privileges are reviewed regularly;

6.1.5. Facilities utilize monitor and alarm response procedures;

6.1.6. Use of CCTV;

6.1.7. Fire detection and protection systems;

6.1.8. Power back-up and redundancy systems; and

6.1.9. Climate control systems.

7. Data Backups & Disaster Recovery.

Limble backs up personal data a minimum of hourly, these backups are automatically replicated to a geographically separate data center inside the same country the data originated, where possible. Backups are replicated at least two different ways offsite to ensure delivery and integrity of the backup. Backups are tested daily by automated processes and the Limble DevOps team is notified if tests fail to restore personal data. Limble maintains an expected RTO of 24 hours and a RPO of 3 hours. Limble maintains a disaster recovery plan that is tested yearly for validity, any issues found in the disaster recovery plan are addressed immediately and documented.

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Security Information

Terms of Service

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Pricing Proposal
Quotation #: 26876101
Created On: 11/17/2025
Valid Until: 12/26/2025

TX-County of Hays Auditor

Stephanie Hunt
Uhland
United States
Phone: (512) 393-2267
Email: stephanie.hunt@co.hays.tx.us

Client Solutions Manager

Lauren Simone
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-6210
Email: lauren_simone@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Enterprise License Limble Solutions, LLC - Part#: NPN-LIMBLE-ENTER Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 12/19/2025 – 12/18/2026 **Note:** Software, ESD - 1 year subscription	15	$1,090.32	$1,023.40	$15,351.00
2	Onboarding Limble Solutions, LLC - Part#: NPN-LIMBLE-ONBOA Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 12/19/2025 – 12/18/2026 **Note:** Software, ESD - 1 year subscription	1	$0.00	$0.00	$0.00
				Total	$15,351.00

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

At the end of the Initial Term, the Subscription Service will renew for successive one-year periods (each a "Renewal Term") only upon the mutual consent of both Parties for each Renewal Term. Consent will be deemed given if Limble presents an invoice to Customer for the Renewal Term and Customer pays the invoice

Customer's use of the products/services quoted is governed by the terms at this link https://limblecmms.com/terms-of-service/. Product documentation is available at https://limblecmms.com/pricing/.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

AGENDA ITEM REQUEST FORM: G. 10.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: T. CRUMLEY/J. MCGILL

Sponsor: Commissioner Hammer

Agenda Item:

Authorize the execution of a Service Order between Hays County and Astound Business Solutions for the installation of fiber data lines in the Dutton office in the amount of $1,209.00; and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024 (a)(7)(D). **HAMMER/T.CRUMLEY**

Summary:

The installation of fiber data lines to the Dutton office is needed before staff can relocate to that building. The Information Technology Department has secured a quote and agreement from Astound Business Solutions for the completion of this work.

Fiscal Impact:

Amount Requested: $1,209.00
Line Item Number: 001-680-00.5489

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024 (a)(7)(D)

Auditor's Office:

G/L Account Validated Y/N?: Yes, Telephone and Data Lines Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Astound Agreement
Master Services Agreement
Discretionary Exemption Certification

Docusign Envelope ID: 278DDBB7-E863-48ED-922D-DC3E2672F7A4

Astound Business Solutions

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, (iii) Wave Business Solutions, LLC, and (iv) Digital West Networks, Inc.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
Hays County		Name: Jeff McGill Email: jmcgill@co.hays.tx.us Office: (512) 393-2841 Mobile: 512-738-0635	
EXISTING ACCOUNT NUMBER		**ASTOUND SALES REP**	**ASTOUND SALES SEGMENT**
0 -		Christopher Cox - 772618	Enterprise

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
36 months	OP464823

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	PLI CHANGE	CURRENT UNITS	CURRENT MRC / UNIT	TOTAL CURRENT MRC	UNITS	MRC / UNIT	TOTAL MRC	TOTAL NET MRC	NRC / UNIT	TOTAL NRC
/29 Static IP Block (5 Usable DIA)	1901 Dutton Dr , San Marcos, TX 78666, USA	Cust Prem	N/A			0	$0.00	$0.00	1	$30.00	$30.00	$0.00	$0.00	$0.00
DIA 500 Mb	1901 Dutton Dr , San Marcos, TX 78666, USA	Cust Prem	N/A			0	$0.00	$0.00	1	$850.00	$850.00	$0.00	$0.00	$0.00
Managed SDWAN 500 Mb	1901 Dutton Dr , San Marcos, TX 78666, USA	Cust Prem	N/A			0	$0.00	$0.00	1	$329.00	$329.00	$0.00	$0.00	$0.00

PROPRIETARY AND CONFIDENTIAL

Docusign Envelope ID: 278DDBB7-E863-48ED-922D-DC3E2672F7A4

NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.	**TOTALS**		**$0.00**			**$1,209.00**	**$1,209.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

Docusign Envelope ID: 278DDBB7-E863-48ED-922D-DC3E2672F7A4

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

	DocuSigned by: Delina Anderson 8E27412E7E744EA...
Authorized Customer Signature	Authorized Provider Signature
	Delina Anderson
Printed Name	Printed Name
	Senior Director
Title	Title
	11/17/2025
Date Signed	Date Signed

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MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this "**MSA**") is entered into as of this 1st day of December, 2022 (the "**Effective Date**"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "**Provider**"), and Hays County, Texas, a Texas governmental entity ("**Customer**"). For purposes of this MSA, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a "**Party**" and together as the "**Parties**."

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "**Services**"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "**Service Orders**," as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "**Agreement**." Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "**SLA**"), the SLA constitutes a part of this MSA. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at http://www.astound.com/business/aup. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at http://www.astound.com/business/service-terms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the "**MSA Term**") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the "**Renewal Term**"). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days' advance written notice of termination to the other Party. Written notice of termination by Customer must be given to Provider by completing and submitting the online "Change of Service" form on the

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Astound Business Solutions website located at http://www.astound.com/business/support/macd. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Unless otherwise specifically set forth herein, Customer's payment for any Services purchased by Customer under this Agreement shall be governed by Chapter 2251 of the Texas Government Code. Interestcharges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve

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any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at

issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Provider by completing and submitting the online "Change of Service" form on the Astound Business Solutions website located at http://www.astound.com/business/support/macd. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The

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Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Information Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Information Act, Texas Government Code Chapter 552, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Information Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Information Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION

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WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. To the extent permitted by law, and without requiring the establishment of a sinking fund, Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment

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obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "**Dispute**") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for Hays County, or in the Federal District Court for the Western District of Texas, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such Party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

If to Customer:
Hays County Judge
111 E. San Antonio St., Suite 300
San Marcos, TX 78666

With a Copy to:
Astound Business Solutions, LLC
650 College Road East, Suite 3100

With a Copy to:
Office of General Counsel
111 E. San Antonio St., Suite 202

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Princeton, NJ 08540
ATTN: Legal Department

San Marcos, TX 78666

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

EXHIBIT A - Service Level Agreement for Lit Fiber Services
EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email

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will be considered the same as an original document. The Parties consent to the use of electronic signatures.

[Signatures on following page.]

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The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Hays County, Texas

By _____

Name: RUBEN BECERRA

Title: COUNTY JUDGE

PROVIDER:

Astound Business Solutions, LLC, a Delaware limited liability company

DocuSigned by:

By Delina Anderson
8E27412E7E744EA...

Delina Anderson

Name: _____

Title: Director

ATTEST: Roxanne Rodriguez - Deputy

Elaine Cardenas, MBA, PhD
Hays County Clerk

HAYS COUNTY, TEXAS COMMISSIONERS COURT

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EXHIBIT A
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound's Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound's CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

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Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- **For "Local Market" distances of ≤ 75 miles = 10 ms**
- **For "Inter-Market" distances of between 76 – 750 miles = 20 ms**
- **For "Long-Haul" distances of > 750 miles = 50 ms**

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	**Target Inter-Market Latency**	**Target Long-Haul Latency**	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	**20 ms or less**	**50 ms or less**	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- **For Local Market distances of ≤ 75 miles = 2 ms**
- **For Inter-Market distances of between 76 – 750 miles = 5 ms**
- **For Long-Haul distances of > 750 miles = 15 ms**

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

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"Astound Backbone Network" means Astound's core fiber backbone that connects Astound's POPs and regional hubs.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound's Network to another designated point on Astound's Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the

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number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account

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manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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EXHIBIT B
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound's dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, Astound's CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

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4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

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"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period,

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Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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Astound Business Solutions Powered by RCN | GRANDE | wave

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and HAYS COUNTY ("Customer"). This Service Order is made pursuant to and will be governed by the Master Services Agreement for Enterprise Services (Governmental Customer) by and between Customer and Provider dated on or about December 1, 2022 (the "MSA"). The MSA is incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
Hays County		Jeff McGill	Office: (512) 393-2841 Mobile: 512-738-0635 Email: jmcgill@co.hays.tx.us
CUSTOMER BILLING ADDRESS		**ALTERNATIVE CUSTOMER CONTACT**	**ALTERNATIVE CUSTOMER CONTACT INFO**
712 S Stagecoach Tr, San Marcos, TX, 78666			
CUSTOMER ACCOUNT NUMBER		**SERVICE ORDER REFERENCE NUMBER**	**ACCOUNT SALES REP**
44 - 121139701		OP333212	Chris Cox - 2618

INITIAL SERVICE TERM	SEGMENT
60 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
Dark Fiber Pair	120 Stagecoach Trail San Marcos, TX 78666	Cust Prem	712 S Stagecoach Tr San Marcos, TX 78666	Cust Prem	1	$1,800.00	$1,800.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$1,800.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

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The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	DocuSigned by: Delina Anderson 8E27412E7E744EA... Authorized Provider Signature
RUBEN BECERRA Printed Name	Delina Anderson Printed Name
HAYS COUNTY JUDGE Title	Director Title
12-6-2022 Date Signed	12/7/2022 Date Signed

[The remainder of this page is intentionally left blank.]

DocuSign

Certificate Of Completion

Envelope Id: 6DEF75238BA246348C980CA7D62541A3 Status: Completed

Subject: 12-6-2022 - Item #K-3 - Service Order Agreement.Astound.Dark Fiber.Elections.IT (Partially executed)

Source Envelope:

Document Pages: 21 Signatures: 2 Envelope Originator:

Certificate Pages: 1 Initials: 0 Christopher Cox

AutoNav: Enabled 401 Carlson Circle

EnvelopeId Stamping: Enabled San Marcos, TX 78666

Time Zone: (UTC-08:00) Pacific Time (US & Canada) christopher.cox@astound.com

IP Address: 34.226.12.182

Record Tracking

Status: Original Holder: Christopher Cox Location: DocuSign

12/7/2022 8:04:49 AM christopher.cox@astound.com

Signer Events	Signature	Timestamp
Delina Anderson delina.anderson@astound.com Director Security Level: Email, Account Authentication (None)	DocuSigned by: Delina Anderson 8E27412E7E744EA... Signature Adoption: Pre-selected Style Using IP Address: 66.90.130.226	Sent: 12/7/2022 8:06:52 AM Viewed: 12/7/2022 8:07:10 AM Signed: 12/7/2022 8:07:41 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jeff McGill jmcgill@co.hays.tx.us Jeff McGill Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/7/2022 8:07:42 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/7/2022 8:06:52 AM
Certified Delivered	Security Checked	12/7/2022 8:07:10 AM
Signing Complete	Security Checked	12/7/2022 8:07:41 AM
Completed	Security Checked	12/7/2022 8:07:42 AM

Payment Events	Status	Timestamps

HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, CPPB - Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012 ● San Marcos, Texas 78666

512-393-2267 ● purchasing@hayscountytx.gov

Hays County Commissioners Court
Astound Business Solutions, LLC (Grande) – Dutton Office
December 16, 2025

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Hays County Information Technology and Purchasing Office recognizes Astound Business Solutions, LLC (Grande) as a sole source provider to provide captive replacement parts or components for our Telecom Services.

Stephanie Hunt

Stephanie Hunt, CPPB
Purchasing Agent

AGENDA ITEM REQUEST FORM: G. 11.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of insurance proceeds from Texas Farm Bureau Insurance in the amount of $250.00 for the Sheriff's Office related to a vehicle accident and amend the budget accordingly. **INGALSBE/HIPOLITO**

Summary:

The Sheriff's Office received insurance proceeds totaling $250.00 from Texas Farm Bureau Insurance for reimbursement of decals due to a vehicle accident.

Fiscal Impact:

Amount Requested: $250
Line Item Number: 001-618-00.4680/5413

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
($250) - Increase Compensation for Loss 001-618-00.4680
$250 - Increase Vehicle Maintenance and Repair 001-618-00.5413

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: decals must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $250 in Compensation for Loss
Comments:

Attachments

Invoice

Invoice

A&E Signs and Graphics

Buda, TX 78610
1030 W. Goforth Road

Phone # 5122957446 accounting@aandesigns.com
Fax # 512-523-8238 www.aandesigns.com

Date	Invoice #
11/4/2025	37382

Bill To	Ship To
Hays County Sheriff's Dept	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			11/4/2025			

Item Code	Description	Quantity	Price Each	Amount
t	Print cut and install reflective decals on passenger side of unit #2335	1	250.00	250.00

Subtotal	$250.00
Sales Tax (8.25%)	$0.00
Total	$250.00

AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Stephanie Robinson

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Combined Emergency Communications Center to accept a grant of $3,000.00 from the Capital Area Emergency Communications District (CAECD) and amend the budget accordingly. **BECERRA/INGALSBE/ROBINSON**

Summary:

The CECC received a check in the amount of $3,000.00 from the Capital Area Emergency Communications District (CAECD) and the funds are to be used towards FY26 PSAP Supplies.

Fiscal Impact:

Amount Requested: None
Line Item Number:
001-615-00.4301
001-615-00.5201

Budget Office:

Source of Funds: CAPCOG Grant Funds
Budget Amendment Required Y/N?: Yes
Comments: N/A
($3,000) - Increase Intergovernmental Revenue 001-615.00.4301
$3,000 - Increase General Supplies 001-615-00.5201

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: supplies purchased must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $3,000 in Intergovernmental Revenues
Comments:

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Stephanie Robinson

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a contract amendment between Hays County and Tyler Technologies for the implementation of new report writing technology approved in the FY26 budget. **BECERRA/INGALSBE/ROBINSON**

Summary:

Tyler Technologies has released its new report writing software for law enforcement. This contract amendment would cover implementation and license transfer for the new software. This was approved by the CECC LE Board and was approved in the FY26 budget.

The quote is pursuant to Tyler Technologies Sourcewell Contract 60624-TTI.

Fiscal Impact:

Amount Requested: $80,000
Line Item Number: 001-615-00.5429/5718_700

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: The County is upgrading to Tyler's newest report writing software but had already paid for the license and maintenance on the old software earlier in the fiscal year. The amount paid from the old software will be discounted off of the new software.
$6,000 - Increase Software Capital 001-615-00.5718_700
($6,000) - Decrease Software Maintenance and Licensing 001-615-00.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Pricing is still being validated, if we doi nto get confirmation by Monday, we will need to pull this item.
Comments: Sourcewell Contract 60624-TTI

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Tyler Tech Report Writing Amendment

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Hays County, with offices at 810 Stagecoach Trail, San Marcos, TX 78666 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of February 18, 2009 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following Amendment Effective Date; and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term as set forth in the Agreement. Payment of fees and costs for such items are as follows:

    a. The annual SaaS fees shall be invoiced on October 1, 2025, prorated, for the period commencing on the first day of the first month following the Amendment Effective Date and ending concurrently with the Client's annual maintenance and support term under the Agreement. Subsequent SaaS fees will be invoiced annually in advance at our then-current rates.
    b. Additional Implementation and other professional services (including training) are billed and invoiced upon completion, at the rates set forth in the Amendment Investment Summary.

2. The following Tyler Software modules are removed from the Agreement as of the Amendment Effective Date:

    Additional New World Software for LE Records Standard Maintenance-Field Investigations
    New World Law Enforcement Mobile Unit Standard Maintenance-Field Base Reporting-LE Field Reporting Server
    New World Law Enforcement Mobile Unit Standard Maintenance-Field-Based Reporting LE Field Reporting
    New World Law Enforcement Mobile Unit Standard Maintenance-Field Based Reporting-Field Investigation Field Reporting (Form)
    New World Law Enforcement Mobile Unit Standard Maintenance-Field Based Reporting Demographic Profiling Questionnaire
    Field Investigation Field Reporting (1Form)
    LE Field Reporting (Federal Standard)-Maintenance

    Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.

3. Without limiting the terms of the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: https://www.tylertech.com/terms/tyler-saas-services.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Hays County, TX
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jodie Hisala
Quote Expiration:	12/31/25
Quote Name:	Hays County Sheriff- Report Writing

Sales Quotation For:
HAYS COUNTY, TX
INFORMATION TECHNOLOGY
712 S STAGECOACH TRL STE 1206
SAN MARCOS TX 78666-6250
Phone: +1 (512) 393-7878

Shipping Address:
Hays County Sheriff
810 Stagecoach Trail
Hays County Law Enforcement
San Marcos TX 78666-8217

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Enterprise Report Writing			
Report Writing (up to 3 print designs)	$ 54,000	$ 0	$ 54,000
TOTAL			**$ 54,000**

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Report Writing Implementation Fee	1	$ 16,000	$ 0	$ 16,000
TOTAL				**$ 16,000**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 54,000
Total Tyler Services	$ 16,000	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel	$ 10,000	$ 0
Summary Total	**$ 26,000**	**$ 54,000**

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Hammer

Agenda Item

Approve the reappointment of Joe Pendleton and Joe Malone to the Board of Emergency Services District (ESD) #4 for a two-year term ending December 31, 2027. **HAMMER**

Summary

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Hammer

Agenda Item

Approve the reappointment of Leighton Stallones and Lee Ann Kenworthy to Emergency Service District (ESD) #3 for a two-year term ending December 31, 2027. **HAMMER**

Summary

Both Mrs. Kenworthy and Mr. Stallones wish to continue to serve ESD #3.

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Hammer

Agenda Item

Approve the reappointment of Diane Hervol and Krista Pepau to Emergency Service District (ESD) #9 for a two-year term ending December 31, 2027. **HAMMER**

Summary

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Fure Chief Kyle Taylor

Sponsor: Commissioner Cohen

Agenda Item

Approve the reappointment of Paul Terry, Sergion Bazaldua and Beth Smith to the Board of Emergency Services District (ESD) #5 for a two-year term ending December 31, 2027. **COHEN**

Summary

Hays County Emergency Services District #5 has requested the reappointment of current board members Paul Terry, Sergio Bazaldua, and Beth Smith. Each appointee has been serving in good standing and is willing to continue serving another term.

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Hammer

Agenda Item:

Receive and ratify the finalized General Warranty Deed and Sales Contract for Five Mile Dam between Hays County and the City of San Marcos located in San Marcos, Texas. **HAMMER**

Summary:

On or about November 19, 2024, the Court authorized the execution of a Real Estate Contract for what is known as "Five Mile Dam" between the County and City of San Marcos.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: N/A

Budget Office:

Source of Funds: N/A
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office:

G/L Account Validated Y/N?: N/A
New Revenue Y/N?:
Comments: Asset will be removed from the County's financial statements recording a loss on the disposal of the asset.

Attachments

General Warranty Deed
Executed Real Estate Contract - Five Mile Dam Park

25042831 DEED Total Pages: 11
Filed and Recorded: 11/19/2025 03:31:24 PM

Independence Title 2439526 -BUD/DRS

Project: Five Mile Dam Parks Acquisition
Parcel: 00124.0001

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: November 18, 2025

Grantor: Hays County, Texas

Grantor's Address: 712 South Stagecoach, San Marcos, Hays County, Texas 78666

Grantee: City of San Marcos, Texas, a Texas municipal corporation

Grantee's Address: 300 East Hopkins Street, San Marcos, Hays County, Texas 78666

Consideration: TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Being 81.27 acres, more or less, of land area in the William Ward Survey, Abstract Number 467, Hays County, Texas, being a 2.915 acre portion of an old publicly used roadway known as Old Stagecoach Road (for which there is no known deed), being all of that tract described as Exhibit A - 2.13 acres (found to contain 2.13 acres) and a 1.232 acre portion of that tract described as Exhibit B - 10.41 acres in a deed from Stanley C. Hughson to County of Hays dated April 19, 2000 and recorded in Volume 1664, Page 819 of the Hays County Official Public Records, being all of those two tracts described as Exhibit A1 - 13.179 acres (found to contain 13.178 acres) and Exhibit A2 - 0.841 of an acre (found to contain 0.841 of an acre) in a deed from Alan Dale Lowden, et ux to Hays County dated January 21, 2004 and recorded in Volume 2397, Page 349 in the Hays County Official Public Records, being all of that tract described as 13.405 acres (found to contain 13.406 acres) in a deed from Jared Keith Herzog, et al to Hays County dated January 21, 2004 and recorded in Volume 2397, Page 370 of the Hays County Official Public Records, being all of that tract described as 11.445 acres (found to contain 11.444 acres) in a deed from Jefferson W. Barton, et al to Hays County dated January 21, 2004 and recorded in Volume 2397, Page 363 of the Hays County Official Public Records, being all of that tract described as 3.955 acres (found to contain 3.953 acres) in a deed from Frank Hernandez, et ux to Hays County dated January 21, 2004 and recorded in Volume 2397, Page 357 of the Hays County Official Public records, being all of that tract described as 17.859 acres (found to contain 17.704 acres) in a deed from Alan Dale Lowden, et al to Hays County dated August 9, 2001 and recorded in Volume 1872, Page 395 of the Hays County Official Public Records and being all of that tract described as 14.36 acres (found to contain 14.463 acres) in a deed from Tom C. Johnson Jr., et ux to Hays County dated May 10, 1973 and recorded in Volume 258, Page 817 of the Hays County Deed Records, and being more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Deed restrictions listed in Volume 258, Page 817, Deed Records, Hays County, Texas

2. Easement recorded in Volume 98, Page 101, Deed Records, Hays County, Texas conveyed to The Texas Pipe Line Company for the purpose of an oil and gas pipeline

3. Easement recorded in Volume 137, Page 348, Deed Records, Hays County, Texas conveyed to Texas-New Mexico Pipe Line Company for the purpose of an oil and gas pipeline

4. Easement recorded in Volume 3937, Page 210, Official Public Records, Hays County, Texas conveyed to Pedernales Electric Cooperative, Inc. for the purpose of electric distribution

5. Easement: recorded in Volume 4820, Page 190, Official Public Records, Hays County, Texas conveyed to Carma Blanco Vista, LLC, for the purpose of water utility

6. Mineral and/or royalty interest in and to all coal lignite, oil, gas and other minerals; together with all rights incident thereto:

    a. Recorded in Volume 1101, Page 370, Official Public Records, Hays County, Texas
    b. Recorded in Volume 1498, Page 467, Official Public Records, Hays County, Texas
    c. Recorded in Volume 1498, Page 482, Official Public Records, Hays County, Texas
    d. Recorded in Volume 1498, Page 491, Official Public Records, Hays County, Texas
    e. Recorded in Volume 1498, Page 500, Official Public Records, Hays County, Texas

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Grantee is required to use Property in the same current recreational park and open space manner in perpetuity. If Grantee ever ceases to maintain any portion of the entire Property as a public park the Property will automatically revert to the ownership of the Grantor. Grantee agrees to provide and impose the same access, privileges, rights, and any and all fees for use of the Property to all Hays County, Texas, residents. Grantee is required to always retain the same

identifying names for the Parks that are encompassed by this Deed (i.e. Five Mile Dam Park, Dudley Connaly Johnson Park, and Randall Wade Vetter Park).

Taxes and assessments are prorated and Grantee assumes no liability for any taxes and assessments due and unpaid through the date of this deed by Grantee and Grantor agrees to indemnify, defend and hold harmless Grantee against and from any such unpaid taxes and assessments.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR: Hays County, Texas

By: _____
Tucker Furlow, Assistant District Attorney, Civil Division

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on November 18, 2025, by Tucker Furlow, Assistant District Attorney, Civil Division, Hays County, Texas, in such capacity, on behalf of said entity.

Ryann Nicole Campbell
My Commission Expires
10/23/2027
Notary ID134615656

Ryann Campbell
Notary Public, State of Texas

EXHIBIT "A"
Description of Property

DESCRIPTION OF 81.27 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM WARD SURVEY, ABSTRACT NUMBER 467, HAYS COUNTY, TEXAS, BEING A 2.915 ACRE PORTION OF AN OLD PUBLICLY USED ROADWAY KNOWN AS OLD STAGECOACH ROAD (FOR WHICH THERE IS NO KNOWN DEED), BEING ALL OF THAT TRACT DESCRIBED AS EXHIBIT A - 2.13 ACRES (FOUND TO CONTAIN 2.13 ACRES) AND A 1.232 ACRE PORTION OF THAT TRACT DESCRIBED AS EXHIBIT B - 10.41 ACRES IN A DEED FROM STANLEY C. HUGHSON TO THE COUNTY OF HAYS DATED APRIL 19, 2000 AND RECORDED IN VOLUME 1664, PAGE 819 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING ALL OF THOSE TWO TRACTS DESCRIBED AS EXHIBIT A1 – 13.179 ACRES (FOUND TO CONTAIN 13.178 ACRES) AND EXHIBIT A2 – 0.841 OF AN ACRE (FOUND TO CONTAIN 0.841 OF AN ACRE) IN A DEED FROM ALAN DALE LOWDEN ET UX TO HAYS COUNTY DATED JANUARY 21, 2004 AND RECORDED IN VOLUME 2397, PAGE 349 IN THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING ALL OF THAT TRACT DESCRIBED AS 13.405 ACRES (FOUND TO CONTAIN 13.406 ACRES) IN A DEED FROM JARED KEITH HERZOG ET AL TO HAYS COUNTY DATED JANUARY 21, 2004 AND RECORDED IN VOLUME 2397, PAGE 370 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING ALL OF THAT TRACT DESCRIBED AS 11.445 ACRES (FOUND TO CONTAIN 11.444 ACRES) IN A DEED FROM JEFFERSON W. BARTON ET AL TO HAYS COUNTY DATED JANUARY 21, 2004 AND RECORDED IN VOLUME 2397, PAGE 363 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING ALL OF THAT TRACT DESCRIBED AS 3.955 ACRES (FOUND TO CONTAIN 3.953 ACRES) IN A DEED FROM FRANK HERNANDEZ ET UX TO HAYS COUNTY DATED JANUARY 21, 2004 AND RECORDED IN VOLUME 2397, PAGE 357 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, BEING ALL OF THAT TRACT DESCRIBED AS 17.859 ACRES (FOUND TO CONTAIN 17.704 ACRES) IN A DEED FROM ALAN DALE LOWDEN ET AL TO HAYS COUNTY DATED AUGUST 9, 2001 AND RECORDED IN VOLUME 1872, PAGE 395 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS AND BEING ALL OF THAT TRACT DESCRIBED AS 14.36 ACRES (FOUND TO CONTAIN 14.463 ACRES) IN A DEED FROM TOM C. JOHNSON JR. ET UX TO HAYS COUNTY DATED MAY 10, 1973 AND RECORDED IN VOLUME 258, PAGE 817 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the common southeast line of that tract described as 46.05 acres in a deed from Stanley C. Hughson to Hughson Investments, LTD. dated December 22, 2003 of the Hays County Official Public Records, the northwest line of the County of Hays 10.41 acre tract and the new location of Old Stagecoach Road, for the north corner of this description, from which a 1/2" iron rod for a common southeast angle point of the Hughson Investments, LTD. tract and a northeast angle point of the County of Hays 10.41 acre tract bears N 39° 17' 35" E 93.35 feet;

THENCE leaving the Hughson Investments, LTD. tract and **PLACE OF BEGINNING** as shown on that plat numbered 28339-24-c dated January 15, 2024 as prepared for the City of San Marcos by Byrn & Associates, Inc. of San Marcos, Texas, crossing the County of Hays 10.41 acre tract with the west line of Old Stagecoach Road, with a left breaking curve, having the following characteristics: Radius = 540.00 feet, Arc Length = 154.93 feet, Central Angle = 16° 26' 19", and a Chord which bears **S 12° 22' 10" W 154.40 feet** to a 1/2" iron rod found in the southeast line of the County of Hays 10.41 acre tract and for the common north corner of the Hays County 0.841 of an acre tract and for the west corner of that tract described as 0.401 of an acre in a deed from Alan Dale Lowden et ux to Hays County dated January 21, 2004 and recorded in Volume 2396, Page 639 of the Hays County Official Public Records;

THENCE leaving the County of Hays 10.41 acre tract with the common northeast line of the Hays County 0.841 of an acre tract and the west line of the Hays County 0.401 of an acre tract and Old Stagecoach Road, with a left breaking curve, having the following characteristics: Radius = 540.00 feet, Arc Length = 133.59 feet, Central Angle = 14° 10' 29", and a Chord which bears **S 02° 56' 14" E 133.25 feet** to a 5/8" iron rod found for the common east corner of the Hays County 0.841 of an acre tract, the south corner of that tract described as 0.401 of an acre, the west corner of that tract described as Exhibit A1 – 1.877 acres in Volume 2396, Page 639 and the north corner of the Hays County 13.179 acre tract;

THENCE leaving the Hays County 0.841 of an acre tract and the Hays County 0.401 of an acre tract with the common southwest line of the Hays County 1.877 acre tract and Old Stagecoach Road, the following two courses:

1. With the common northeast line of the Hays County 13.179 acre tract, with a left breaking curve, having the following characteristics: Radius = 540.00 feet, Arc Length = 352.27 feet, Central Angle = 37° 22' 37", and a Chord which bears **S 28° 45' 12" E 346.06 feet** to a 1/2" iron rod set and

2. **S 47° 27' 48" E 459.06 feet** to a 1/2" iron rod set for the common east corner of the Hays County 13.179 acre tract, the south corner of the Hays County 1.877 acre tract in Volume 2396, Page 639, the west corner of that tract described as 1.877 acres in a deed from Jared Keith Herzog et al to Hays County dated January 21, 2004 and recorded in Volume 2396, Page 630 of the Hays County Official Public Records and the north corner of the Hays County 13.405 acre tract;

THENCE leaving the Hays County 13.179 acre tract and the Hays County 1.877 acre tract in Volume 2396, Page 639 with the common northeast line of the Hays County 13.405 acre tract and the southwest line of the Hays County 1.877 acre tract in Volume 2396, Page 630 and Old Stagecoach Road, **S 47° 27' 07" E 817.62 feet** to a 1/2" iron rod found for the common east corner of the Hays County 13.405 acre tract, the south corner of the Hays County 1.877 acre tract in Volume 2396, Page 630, the west corner of that tract described as 1.951 acres in a deed from Jefferson W. Barton et al to Hays County dated January 21, 2004 and recorded in Volume 2396, Page 634 of the Hays County Official Public Records and the north corner of the Hays County 11.445 acre tract;

THENCE leaving the Hays County 13.405 acre tract and the Hays County 1.877 acre tract in Volume 2396, Page 630 with the common northeast line of the Hays County 11.445 acre tract and the southwest line of the Hays County 1.951 acre tract and Old Stagecoach Road, the following two courses:

1. **S 47° 27' 00" E 780.81 feet** to a 5/8" iron rod found and

2. With a right breaking curve, having the following characteristics: Radius = 440.00 feet, Arc Length = 69.21 feet, Central Angle = 9° 00' 45", and a Chord which bears **S 42° 55' 01" E 69.14 feet** to an iron rod found with an illegible plastic cap for the common east corner of the Hays County 11.445 acre tract, the south corner of the Hays County 1.951 acre tract, the west corner of that tract described as 2.209 acres in a deed from Frank Hernandez et ux to Hays County dated January 21, 2004 and recorded in Volume 2396, Page 647 of the Hays County Official Public Records and the north corner of the Hays County 3.955 acre tract;

THENCE leaving the Hays County 11.445 acre tract and the Hays County 1.951 acre tract with the common northeast line of the Hays County 3.955 acre tract and the southwest line of the Hays County 2.209 acre tract and Old Stagecoach Road, the following three courses:

1. With a right breaking curve having the following characteristics: Radius = 440.00 feet, Arc Length = 269.79 feet, Central Angle = 35° 07' 55", and a Chord which bears **S 20° 52' 04" E 265.59 feet** to a 1/2" iron rod found,

2. **S 03° 16' 50" E 207.95 feet** to an iron rod found with an illegible plastic cap, and

3. With a left breaking curve having the following characteristics: Radius = 540.00 feet, Arc Length = 328.10 feet, Central Angle = 34° 48' 44", and a Chord which bears **S 20° 42' 56" E 323.07 feet** to an iron rod found with an illegible plastic cap in the north line of the old location of Old Stagecoach Road and for a common south angle point of the Hays County 2.209 acre tract and the east corner of the Hays County 3.955 acre tract;

THENCE leaving the Hays County 3.955 acre tract and crossing the old location of Old Stagecoach Road with the west line of Old Stagecoach Road as used upon the ground the following two courses:

1. With a left breaking curve having the following characteristics: Radius = 540.00 feet, Arc Length = 131.79 feet, Central Angle = 13° 59' 02", and a Chord which bears **S 44° 58' 15" E 131.47 feet** to an iron rod set and

2. **S 52° 07' 21" E 64.02 feet** to a 1/2" iron rod set in the common southwest line of the old location of Old Stagecoach Road, the new location of Old Stagecoach Road and in the northeast line of the Hays County 17.859 acre tract;

THENCE with said common line, the following two courses:

1. **S 72° 23' 54" E 76.86 feet** to a 1/2" iron rod set and

2. **S 58° 02' 08" E 13.87 feet** to a an iron rod found with an aluminum cap stamped "McMillan" for the common east corner of the Hays County 17.859 acre tract, the east corner of this description and the north corner of that tract described as Tract 2 – 1.58 acres in a deed from Dean Goodnight & Jack Bryant, Independents Co-Executors to Madeline A. Delong et vir dated December 13, 2022 and recorded in Hays County Instrument Number 22056391 of the Hays County Official Public Records;

THENCE leaving Old Stagecoach Road with the common southeast line of the Hays County 17.859 acre tract and the northwest line of the Delong tract **S 43° 22' 42" W 337.27 feet** to a calculated point in north line of that tract conveyed as 2.26 acres in a deed from Edward C. Bullock Jr. to Post Road Series, Individual Series dated October 19, 2024 and recorded in Hays County Instrument Number 24043556 and further described in Hays County Instrument Number 22057370 of the Hays County Official Public Records, in the approximate Record centerline of the Blanco River and for the common west corner of the Delong tract, the south corner of the Hays County 17.859 acre tract and this description;

THENCE leaving the Delong tract with the common north line of the Post Road Series, Individual Series tract and the southwest line of the Hays County 17.859 acre tract, being the record approximate centerline of the Blanco River, **N 65° 30' 42" W 139.74 feet** to a calculated point for a common south angle point of the Hays County 17.859 acre tract, the north corner of the Post Road Series, Individual Series tract and the east corner of The Blanco River Ranch Subdivision recorded in Volume 6, Page 362 of the Hays County Plat Records;

THENCE leaving the Post Road Series, Individual Series tract with the common northeast line of The Blanco River Ranch Subdivision and the southwest line of the Hays County 17.859 acre tract being the record approximate centerline of the Blanco River, the following eleven courses:

1. **N 59° 57' 19" W 145.13 feet** to a calculated point,
2. **N 84° 07' 01" W 471.88 feet** to a calculated point,
3. **N 61° 37' 37" W 134.00 feet** to a calculated point,
4. **N 55° 42' 08" W 125.09 feet** to a calculated point,
5. **N 36° 27' 35" W 128.19 feet** to a calculated point,
6. **N 25° 11' 30" W 84.59 feet** to a calculated point,
7. **N 45° 34' 38" W 545.37 feet** to a calculated point,
8. **N 61° 26' 16" W 215.49 feet** to a concrete nail set in the middle of the old dam, pass at 63.90 feet the common west corner of the Hays County 17.859 acre tract and the south corner of the Hays County 14.36 acre tract,
9. **N 49° 48' 29" W 531.65 feet** to a calculated point,
10. **N 57° 06' 31" W 729.04 feet** to a calculated point and
11. **N 62° 45' 03" W 305.01 feet** to a calculated point for the north corner of The Blanco River Ranch Subdivision, from which a 1/2" iron rod found in the common northwest line of The Blanco River Ranch Subdivision and a southeast line of that tract described as 360.42 acres in a deed from Nancy Jean Roberts & Carol Kay Greaves to Nan-Car Partners, LTD. dated November 27, 2006 and recorded in Volume 3063, Page 217 of the Hays County Official Public Records bears S 43° 53' 07" E 50.71 feet, pass at 24.63 feet a northeast corner of the Nan-Car Partners, LTD. tract;

THENCE leaving The Blanco River Ranch Subdivision with the record approximate centerline of the Blanco River, **N 62° 45' 03" W 22.55 feet** to a calculated point for the west corner of the Hays County 14.36 acre tract;

THENCE leaving the approximate centerline of the Blanco River with the northwest line of the Hays County 14.36 acre tract, **N 43° 39' 26" E 124.97 feet** to a 1/2" iron rod set for the south corner of the County of Hays 2.13 acre tract;

THENCE leaving the Hays County 14.36 acre tract with a southwest line of the County of Hays 2.13 acre tract the following two courses:

1. **N 46° 19' 53" W 40.17 feet** to a 1/2" iron rod set and
2. **N 43° 40' 07" E 25.38 feet** to a 1/2" iron rod set in a northwest line of the County of Hays 2.13 acre tract and for the south corner of the Hughson Investments, LTD tract;

THENCE with said common line, the following three courses:

1. **N 43° 40' 07" E 246.72 feet** to a 1/2" iron rod set,

2. **N 75° 56' 14" E 301.37 feet** to an iron rod found with an aluminum cap stamped "Pro-Tech" and

3. with a right breaking curve having the following characteristics: Radius = 735.00 feet, Arc Length = 177.84 feet, Central Angle = 13° 51' 49", and a Chord which bears **N 00° 43' 48" E 177.41 feet** to a 1/2" iron rod found in the southeast line of the Hughson Investments, LTD. tract and for a common northwest angle point of the County of Hays 2.13 acre tract and the south corner of the County of Hays 10.41 acre tract;

THENCE leaving the County of Hays 2.13 acre tract with the common southeast line of the Hughson Investments, LTD tract and the northwest line of the County of Hays 10.41 acre tract, the following two courses:

1. With a right breaking curve having the following characteristics: Radius = 735.00 feet, Arc Length = 405.55 feet, Central Angle = 31° 36' 51", and a Chord which bears **N 23° 29' 09" E 400.43 feet** to a 1/2" iron rod found and .

2. **N 39° 17' 35" E 511.44 feet** to **THE PLACE OF BEGINNING.** There are contained within these metes and bounds 81.27 acres, more or less, of land area as prepared from public records and a survey made on the ground on January 15, 2025 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

David C. Williamson, R.P.L.S. #4190

STATE OF TEXAS
REGISTERED
DAVID C. WILLIAMSON
4190
PROFESSIONAL
LAND SURVEYOR

Rev. 10-5-2025
Client: City of San Marcos
Date: January 15, 2025
Survey: Ward, William A-467
County: Hays
Job No: 28339-24
FND 81.27 ac Rev.

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0535G, DATED JANUARY 17, 2025, THIS TRACT LIES WITHIN THE REGULATORY FLOODWAY.

4. THIS TRACT MAY BE SUBJECT TO THE RIGHTS OF THE STATE OF TEXAS UP TO THE GRADIENT BOUNDARY OF THE BLANCO RIVER.THE SOUTHWEST LINE OF THIS TRACT IS THE CENTERLINE OF THE BLANCO RIVER, THEREFORE AREAS ARE APPROXIMATE ONLY.

5. THIS SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH A LAND DESCRIPTION DATED JANUARY 15, 2025 PREPARED BY BYRN AND ASSOCIATES, INC. OF SAN MARCOS, TEXAS.

6. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE

7. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 2439528-SMA, DATED NOVEMBER 5, 2024 PROVIDED BY CHICAGO TITLE INSURANCE COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

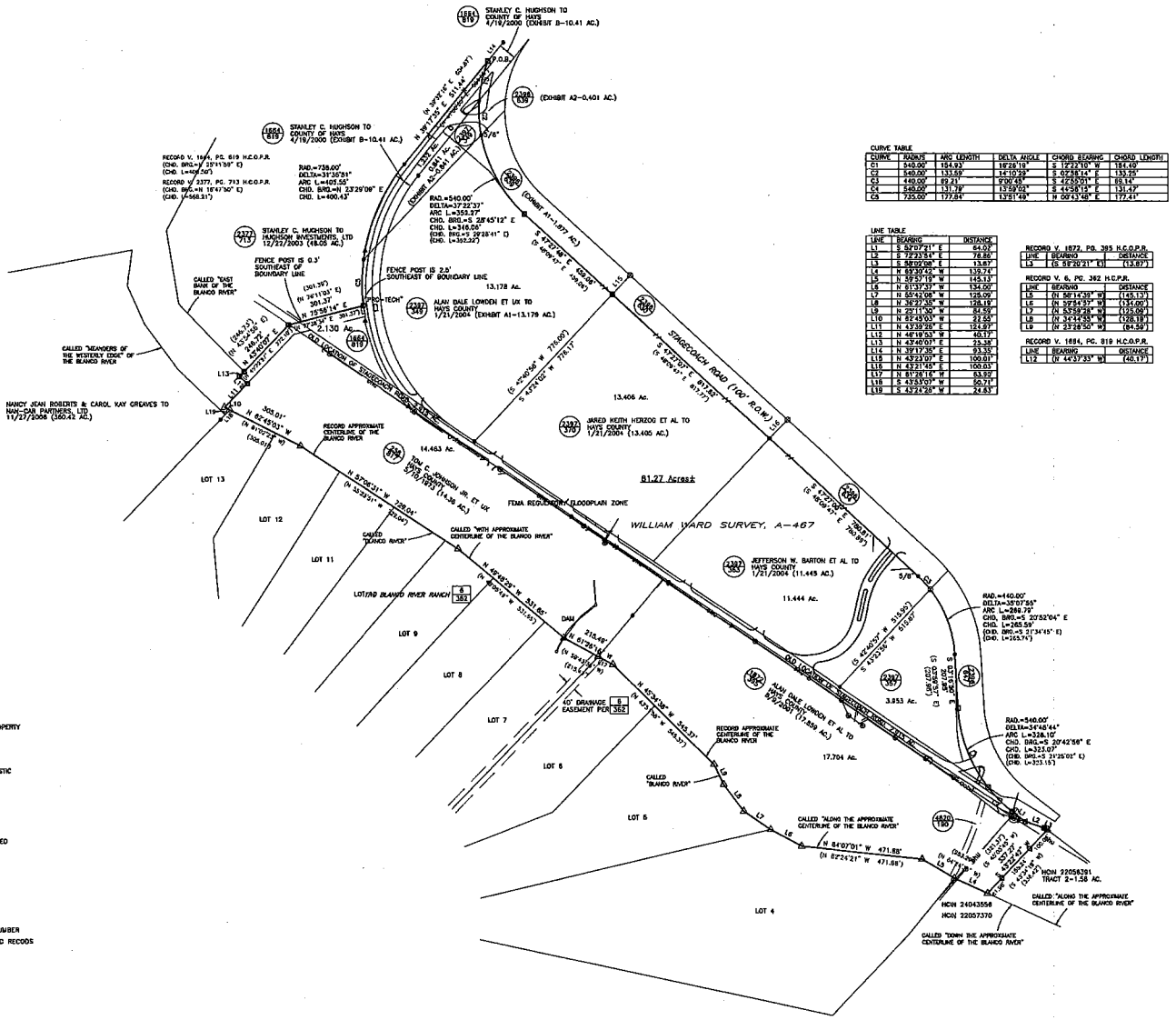
NOTES CORRESPONDING TO SCHEDULE B OF TITLE COMMITMENT G.F. NO. 2439528-SMA

10(A) A PIPELINE EASEMENT RECORDED IN VOLUME 88, PAGE 101 OF THE HAYS COUNTY DEED RECORDS. MAY AFFECT SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE INFORMATION.

10(B) A PIPELINE EASEMENT RECORDED IN VOLUME 137, PAGE 348 OF THE HAYS COUNTY DEED RECORDS. MAY AFFECT SUBJECT PROPERTY BUT CONTAINS NOT PLOTTABLE INFORMATION.

10(C) A 15 FOOT WIDE ELECTRIC EASEMENT RECORDED IN VOLUME 3937, PAGE 210 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS. AFFECTS SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE INFORMATION.

10(D) A 20 FOOT WIDE WATER UTILITY EASEMENT RECORDED IN VOLUME 4820, PAGE 190 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS. AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON.



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	540.00'	154.93'	16°26'19"	S 12°22'10" W	154.40'
C2	540.00'	133.59'	14°10'29"	S 02°58'14" E	133.25'
C3	440.00'	69.21'	9°00'45"	S 42°58'01" E	69.14'
C4	540.00'	137.78'	13°59'01"	S 44°58'15" E	137.43'
C5	735.00'	177.84'	13°51'49"	N 00°43'48" E	177.41'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 57°07'21" E	64.02'
L2	S 72°23'54" E	76.86'
L3	S 58°02'08" E	13.87'
L4	N 69°30'42" W	139.74'
L5	N 59°57'19" W	145.13'
L6	N 81°37'27" W	134.00'
L7	N 55°42'08" W	128.09'
L8	N 39°27'08" W	128.19'
L9	N 20°11'30" W	84.59'
L10	N 82°45'03" W	27.65'
L11	N 43°39'39" E	124.97'
L12	N 48°19'53" W	40.17'
L13	N 43°40'07" E	25.38'
L14	N 39°17'35" E	93.35'
L15	N 43°23'07" E	100.01'
L16	N 43°21'45" E	100.03'
L17	N 51°28'16" W	63.99'
L18	S 43°53'07" W	50.71'
L19	S 43°24'28" W	24.81'

RECORD V. 1872, PG. 385 H.C.O.P.R.

LINE	BEARING	DISTANCE
L20	(S 59°20'21" E)	(13.87')

RECORD V. 6, PG. 362 H.C.O.P.R.

LINE	BEARING	DISTANCE
L5	(N 58°14'39" W)	(145.13')
L6	(N 39°54'57" W)	(134.00')
L7	(N 55°58'28" W)	(125.09')
L8	(N 34°44'55" W)	(128.18')
L9	(N 23°28'50" W)	(84.56')

RECORD V. 1884, PG. 819 H.C.O.P.R.

LINE	BEARING	DISTANCE
L12	(N 44°37'33" W)	(40.17')

RECORD V. 2397, PG. 349 H.C.O.P.R.

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH
C2	(540.00')	(S 03°42'23" E)	(133.23')

RECORD V. 1664, PG. 819 H.C.O.P.R.

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH
C5	(735.00')	(N 02°27'10" E)	(177.53')

DEED REFERENCES:

HCIN 24043558
EDWARD C. BULLOCK JR. TO POST ROAD SERIES, INDIVIDUAL SERIES
10/18/2024 (2.28 AC.)

HCIN 22057370
GREGORY L. JONES ET UX TO ED BULLOCH
12/19/2022 (2.28 AC.)

HCIN 22056391
DEAN GOODNIGHT & JACK BRYANT, INDEPENDENT CO-EXECUTORS TO MADELINE A. DELONG ET VIR
12/13/2022 (TRACT 2-1.58 AC.)

(4820/190) THE COUNTY OF HAYS TO CASNA BLANCO VISTA, LLC
12/10/2013 (0.149 AC.-WATER UTILITY EASEMENT)

(2397/357) FRANK HERNANDEZ ET UX TO HAYS COUNTY
1/21/2004 (3.955 AC.)

(2398/647) FRANK HERNANDEZ ET UX TO HAYS COUNTY
1/21/2004 (2.209 AC.)

(2398/639) ALAN DALE LOWDEN ET UX TO HAYS COUNTY
1/21/2004

(2398/634) JEFFERSON W. BARTON ET AL TO HAYS COUNTY
1/21/2004 (1.951 AC.)

(2398/630) JARED KEITH HERZOG ET AL TO HAYS COUNTY
1/21/2004 (1.877 AC.)

(1884/819) STANLEY C. HUGHSON TO COUNTY OF HAYS
4/19/2000 (EXHIBIT A-2.13 AC.)

LEGEND

VOL PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL PG	HAYS COUNTY PLAT RECORDS
⊡	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
▲	FENCE POST
△	CALCULATED POINT
▲	CONCRETE MAG SET
⊠	IRON ROD FOUND WITH CAP STAMPED "PRO-TECH" OR NOTED
— // —	VINYL PLANK FENCE
— X —	WIRE FENCE
— o —	PIPE FENCE
— ohu —○—	UTILITY LINE, POLE AND GUY
▲	UTILITY PEDESTAL
▭	SIGN
(M)	MANHOLE
POB	POINT OF BEGINNING
HCIN	HAYS COUNTY INSTRUMENT NUMBER
HOOPR	HAYS COUNTY OFFICIAL PUBLIC RECORDS
HCPR	HAYS COUNTY PLAT RECORDS

ORIGINAL SCALE 1" = 200'

TO CITY OF SAN MARCOS AND CHICAGO TITLE INSURANCE COMPANY EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY:

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE: THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON JANUARY 15, 2025; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON; AND THAT THERE ARE NO VISIBLE DISCREPANCIES, BOUNDARY LINE CONFLICTS, EASEMENTS, ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

STATE OF TEXAS REGISTERED DAVID C. WILLIAMSON 4190 PROFESSIONAL LAND SURVEYOR

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF 81.27 ACRES, MORE OR LESS, IN THE WILLIAM WARD SURVEY, A-467, HAYS COUNTY, TEXAS

△ REVISED OCTOBER 2, 2025

CLIENT: CITY OF SAN MARCOS
DATE: JANUARY 15, 2025
OFFICE: HADEN
CREW: C. SMITH
FB/PG: 804/43
PLAT NO. 28338-24-d

25042891 Page 10 of 11

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

25042831 DEED
11/19/2025 03:31:24 PM Total Fees: $61.00

Elaine H. Cárdenas, MBA, PhD,County Clerk
Hays County, Texas

Elaine H Cárdenas

Real Estate Sales Contract

This contract to buy and sell real property and the improvements thereon is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Hays County, Texas

Address: 712 South Stagecoach Trail, San Marcos, Hays County, Texas 78666-6073

Phone: 512-393-2290

E-mail: tucker.furlow@hayscountytx.gov

Seller's Attorney:

Tucker Furlow

Hays County Assistant Criminal District Attorney – Civil Division

Buyer: City of San Marcos, Texas

Address: 630 East Hopkins Street, San Marcos, Hays County, Texas 78666

Phone: 512-393-8379

E-mail: cory.lime@sanmarcostx.gov

Buyer's Attorney: Sam Aguirre, City Attorney/Julian Grant, Assistant City Attorney

Property: The land commonly known as Five Mile Dam Park and more fully described in Exhibit A ("Land"), together with improvements to the Land ("Improvements"), and the personal property ("Personal Property") also described in Exhibit A.

Title Company: _____ Independence Title

Address: 1911 Corporate Drive, Suite 102, San Marcos TX 78666

Phone: 512-392-1271

E-mail: teamstitch@independencetitle.com

Underwriter:

Purchase Price: $1 and public policy considerations

Earnest Money: None

Surveyor: Byrn & Associates, Inc.

County for Performance: Hays County, Texas

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence. The parties agree that they may jointly amend these deadlines by administrative action, without governing board approval.

1. Effective Date: November 19, 2024

2. Delivery of Title Commitment: 30 days after the Effective Date

3. Delivery of Survey: 90 days after the Effective Date

4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey 120 days after the Effective Date

5. Delivery of Title Objections: 120 days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them

6. Delivery of Seller's records as specified in Exhibit C: 60 days after the Effective Date

7. End of Inspection Period: No later than 120 days after the Effective Date.

8. Closing Date: No later than 150 days after the end of the Inspection Period.

B. Closing Documents

1. At closing, Seller will deliver the following items:

   General Warranty Deed

   Bill of Sale

   Evidence of Seller's authority to close this transaction

   Notices, statements, and certificates as specified in Exhibit D

2. At closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land, Improvements, and Personal Property

Exhibit B—Representations; Environmental Matters

Exhibit C—Seller's Records

Exhibit D—Notices, Statements, and Certificates

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer. The parties will share the costs of title insurance and any appraisals necessary for insurance.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to Seller, Buyer, and Title Company to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category. The parties will share the cost of surveys.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2.; the Survey by the deadline stated in paragraph A.3.; and legible copies of the instruments referenced in the Title Commitment, and Survey by the deadline stated in paragraph A.4.

5. *Title Objections.* Buyer has until the deadline stated in paragraph A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in paragraph A.6.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it at Buyer's cost, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.

b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests.

d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs.

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt.

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property. The parties will share the cost of environmental assessments.

4. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

5. *Buyer's Indemnity and Release of Seller*

a. *Indemnity.* Buyer will release Seller from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.

b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

6. *Recording of PEC agreements.* The parties agree that the agreements Seller has with Pedernales Electric Cooperative (PEC) dated December 16, 2008 and January 29, 2009 regarding easements will be recorded in the Hays County Real Property Records before closing.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until October 1, 2025, Seller will (a) maintain the status quo of the property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; [and] (c) comply with all contracts, laws, and governmental regulations affecting the Property and (d) not transfer or dispose of any of the Personal Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent. The parties may enter into a Memorandum of Understanding if necessary to allow such maintenance.

2. *Patrol.* Until October 1, 2025, Seller will provide status quo patrolling of the Property for enforcement of City, County, and State Statutes. The parties may enter into a Memorandum of Understanding if necessary to allow such patrols and enforcement.

3. *Use of Property.* Buyer is required to use Property in the same current recreational park and open space manner in perpetuity. If Buyer ever ceases to maintain any portion of the entire Property as a public park the Property will automatically revert to the ownership of the Seller. Buyer agrees to provide and impose the same access, privileges, rights, and any and all fees for use of the Property to all Hays County, Texas, residents. Buyer is required to always retain the same identifying names for the Parks that are encompassed by this Contract (i.e. Five Mile Dam Park, Dudley Connaly Johnson Park, and Randall Wade Vetter Park).

4. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing).

5. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). The condemnation will be deemed to materially affect Buyer's intended use if the land may not be used as a public park area. If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken

6. *Claims; Hearings.* Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

7. *Cooperation, especially in annexation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer. Seller specifically agrees to cooperate and support the annexation of the Property in Buyer's corporate limits throughout Buyer's annexation processes.

8. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

9. Dam Repair. Seller will make simple repairs as recommended within the new dam inspection report currently underway. For extensive repairs identified in the new report, Seller will work with Buyer to discuss options at that time..

10. Managed Access. Buyer is evaluating managed access infrastructure for riverfront parks along the San Marcos River. If within five (5) years of the executed date of this contract the Buyer installs managed access infrastructure for the Property, the Seller will contribute $50,000 toward the managed access infrastructure in exchange for free access to all Hays County, Texas residents.

J. Termination

Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date. At closing, the following will occur:

   a. *Closing Documents; Title Company Documents.* The parties will execute and deliver the Closing Documents and any documents required by Title Company.

   b. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the

parties' written instructions.

c. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

d. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. *Transaction Costs*

Seller's Costs. Seller will pay half of the basic charge for the Title Policy; the costs to prepare the deed; half of the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; half of the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; half of the costs to obtain the Survey, Environmental assessments, and Appraisals; half of the costs to deliver copies of the instruments described in paragraph A.5. and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default; Remedies before Closing.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy before closing:

a. *Termination* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing.

b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Seller's Default; Remedies after Closing.* If Seller's representations are not true and correct at closing for reasons reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness until after closing, Buyer will have all the rights and

remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

3. *Buyer's Default; Remedies before Closing.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before closing.

4. *Buyer's Default; Remedies after Closing.* If Buyer fails to perform any of its obligations under this contract that survive closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

5. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Agreement.* This contract, its exhibits, and any Closing Documents delivered at closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of any agent of Seller, that are not in those documents.

3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of

those obligations after any such assignment. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

4. *Assignment.* Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise, and any other assignment is void. No such assignment releases Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of such obligations after any such assignment.

5. *Survival.* The provisions of this contract that expressly survive termination or closing and other obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

6. *Choice of Law; Venue.* This contract is to be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Hays County.

7. *Waiver of Default.* Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.

9. *Severability.* If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

13. *Binding Effect.* This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

Title Company acknowledges receipt of a copy of this contract executed by both Buyer

and Seller.

County of Hays

RUBEN BECERRA
Name

HAYS COUNTY JUDGE
Title

11-19-2024
Date

City of San Marcos

Stephanie Reyes, City Manager

12/10/2024
Date

Independence Title Company

Dawn Stitch, Escrow Officer

Date: 9/19/25

Exhibit A
Description of the Land [and Personal Property]

All personal property associated with the Land and Improvements.

The following described property:

Being all that property described in those deeds recorded in Volume 258, Page 817, Volume 1872, Page 395, Volume 2396, Page 630, Volume 2396, Page 634, Volume 2396, Page 639, Volume 2396, Page 647, Volume 2397, Page 349 Volume 2397, Page 357 Volume 2397, Page 363, and Volume 2397, Page 370, the parties agreeing to amend this description if title research requires such action.

Exhibit B
Representations; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a political subdivision of the State of Texas, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract

3. *Violation of Laws.* Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

The provisions of this section B regarding the Property will not be included in the deed.

C. Environmental Matters

AFTER CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. **[Include if applicable: THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVE.]**

The provisions of this section C regarding the Property will not be included in the deed.

D. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Buyer is a political subdivision duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Buyer.

Exhibit C
Seller's Records

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.7.:

Governmental

governmental licenses, certificates, permits, and approvals

tax statements for the current year and the last 5years

notices of appraised value for the current year and the last 5 years

records of any tax exemption, special use, or other valuation or exemption applicable to the Property

records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

soil reports

environmental reports and other information regarding the environmental condition of the Property

water rights

engineering reports

prior surveys

site plans

Facilities

as-built plans, specifications, and mechanical drawings for improvements

warranty agreements

management, employment, labor, service, equipment, supply, and maintenance agreements

insurance policies

ADA and other building inspection reports

engineering reports

environmental reports

operating and maintenance plans (for example, asbestos maintenance plans)

life-safety plans

other:

Financial

annual operating statements for the most recent 5 years of operation

monthly operating statements since the close of the last fiscal year

balance sheet as of November 1, 2024

books and records for the Property

utility bills for the most recent 6 months of operation

Leases

Leases

commission and leasing agent agreements

rent roll setting forth for each Lease:

tenant's name

square footage leased

date of expiration of current and renewal terms

renewal options

basic rent and formula for any additional rents

amount of additional rent paid during the last 6 months

prepaid rent

delinquent rent

security deposit

current tenant or landlord defaults

options to purchase any portion of the Property

rights of first refusal to lease other space

rights to rent concessions, tenant improvements, or other allowances

unpaid or contingent brokerage commissions (including commission on renewals)

estoppel letters and/or subordination agreements

Licenses, Agreements, and Encumbrances

all licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located

Exhibit D
Notices, Statements, and Certificates

The notices, statements, and certificates (arranged by their application to particular transactions) that are listed below are included in the sales contract and attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

A. Consumer Notices

Notice of Cancellation. Notice concerning the purchaser's three-day right of rescission under a contract to purchase real property if (1) the seller or the seller's agent solicits the sale at a place other than the seller's place of business; (2) the purchaser submits the purchase contract to the seller or the seller's agent at a place other than the seller's place of business; and (3) the consideration payable under the purchase contract exceeds $100; unless either (1) the purchaser is represented by a licensed attorney; (2) the transaction is negotiated by a licensed real estate broker; or (3) the transaction is negotiated at a place other than the purchaser's residence by the person who owns the property, as described in chapter 601 of the Texas Business and Commerce Code.

B. Residential Transaction Notices

1. *Seller's Disclosure of Property Condition.* Seller's disclosure of the condition of residential property, described in section 5.008 of the Texas Property Code.

2. *Notice of Membership in Property Owners Association.* Notice concerning the sale of single-family residential property that is subject to membership in a property owners association, described in section 5.012 of the Texas Property Code.

3. *Seller's Disclosure of Location of Conditions under Surface of Unimproved Real Property.* Seller's disclosure of the location of pipelines under the surface of unimproved property to be used for residential purposes, described in section 5.013 of the Texas Property Code. A seller of unimproved property to be used for residential purposes shall provide the purchaser written notice disclosing the location of any transportation pipeline to the best of the seller's belief and knowledge as of the date the notice is completed and signed by the seller. If the information required to be disclosed is not known by the seller, the seller shall indicate that fact in the notice. A seller is not required to give this notice if (a) the seller is obligated under the terms of the contract to furnish a title insurance commitment to the buyer before closing and (b) the buyer is entitled to terminate the contract if the buyer's objections to title as permitted by the contract are not cured by the seller before closing.

4. *Notice of Obligation to Pay Public Improvement District Assessment.* Seller's disclosure that a single-family residential property is located within a public improvement district, described in section 5.014 of the Texas Property Code.

5. *Residential Contracts for Deed.* Notice regarding the sale of property used or to be used as the purchaser's residence if the contract does not provide for delivery of a deed from the seller to the purchaser within 180 days after the final execution of the contract.

6. *Notice Regarding Insulation to Buyer of New Home.* Notice concerning insulation to be installed in a new home, described in section 460.16 of title 16 of the Code of Federal Regulations.

7. *Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.* Lead-based paint warning statement, described in section 745.100 *et seq.* of title 40 of the Code of Federal Regulations.

8. *Asbestos Disclosure Notice.* Notice concerning asbestos, described in sections 1910.1001 and 1926.1101 of title 29 of the Code of Federal Regulations.

9. *Notice Regarding Sale Subject to a Recorded Lien.* Notice to the purchaser and each lienholder required under Texas Property Code section 5.016 that property being sold will be conveyed subject to a lien.

C. Condominium Transaction Notices

1. *Acknowledgment of Receipt of Condominium Documents.* Condominium declaration, bylaws, and association rules, described in section 82.156 of the Texas Property Code.

2. *Condominium Resale Certificate.* Resale certificate from the condominium owners association or waiver of resale certificate, described in section 82.157 of the Texas Property Code.

U. All Real Property Transaction Notices

1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.

2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.

3. *Notice to Purchaser Regarding Coastal Area Property.* Notice regarding real property located adjacent to tidally influenced, submerged lands of Texas, described in section 33.135 of the Texas Natural Resources Code.

4. *Notice to Purchaser of Property Seaward of Gulf Intracoastal Waterway.* Notice concerning public easements to the public beach, described in section 61.025 of the Texas Natural Resources Code.

5. *Notice Regarding Possible Liability for Additional Taxes.* Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.

6. *Notice Regarding Possible Annexation.* Notice concerning the sale of property located outside the limits of a municipality that may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code.

7. *Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider.* Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.

8. *Utility District Notice.* Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in section 49.452 of the Texas Water Code, with the form of notice to be used being dependent on whether the property (a) is located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (b) is located in whole or in part within the corporate boundaries of a municipality, or (c) is not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities.

9. *Notice to Purchaser of Property Located in Certain Annexed Water Districts.* Notice required by section 54.016(h)(4)(A) of the Texas Water Code when property being sold is in a water or sanitary sewer district that entered a contract with a city with a population of 1.18 million or less under which the city is permitted to set rates in the district after annexation that are different from rates charged other residents of the city.

10. *Notice to Purchaser that Property Is Located within the Area of the Alignment of a Transportation Project.* Notice required under Texas Local Government Code section 232.0033 that all or part of the subdivision in which the property being sold is located is within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to a future transportation corridor identified in a contract between the Texas Department of Transportation and a county under Texas Transportation Code section 201.619.

11. *Certificates of Mold Remediation.* Notice pursuant to section 1958.154 of the Texas Occupations Code, titled "Certificate of Mold Remediation; Duty of Property Owner," requiring a property owner who sells property that has been issued a certificate of mold remediation pursuant to this section to deliver copies to the purchaser of each certificate of mold remediation issued for the property within the preceding five years.

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the Hays County Commissioners Court appointment of Stephen Traeger to the Hays County Sheriff's Office Civil Service Commission, replacing Dennis Gutierrez, effective December 16, 2025 through December 31, 2026. **INGALSBE**

Summary

Under the provisions of the 2024-2027 Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA), the Commissioners Court shall appoint one member to the Hays County Sheriff's Office Civil Service Commission to serve a two-year term. Mr. Traeger will replace Dennis Gutierrez, as Mr. Gutierrez has moved out of the county. Mr. Traeger meets all eligibility requirements to serve on the Commission and has agreed to serve in this capacity for the unexpired term of Mr. Gutierrez.

AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Judge Becerra

Agenda Item

Approve the Hill Country Cook-Off Association 2026 Events on the Courthouse grounds that shall include commercial vendors for the following dates in 2026: February 21st, May 8th-9th, and November 7th. **BECERRA**

Summary

Events in 2026 will take place on February 21st, May 8th-9th, and November 7th.

Section E.12 of the Property Use Policy states that "commercial soliciting, vending, and displaying or distributing commercial advertising on Property is prohibited, except when in conjunction with an event approved by Commissioners Court." The Hill Country Cook-off Association has had their events on the courthouse grounds for the last 3 years and would like permission to once again bring on commercial vendors.

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Gonzales

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize payment to Kimberly Woodgate for $375.00 for professional services relating to her work as the Pharmacist-in-Charge for the Hays County Health Department where the Professional Service Agreement expired prior to services being rendered. **INGALSBE/GONZALES**

Summary:

The Hays County Health Department maintains a Class D Pharmacy. The Kimberli Woodgate, RPh, was contracted with the Health Department between October 15, 2024 - October 15, 2025. As the outgoing Pharmacist-in-Charge, Kimberli Woodgate had to perform an outgoing inspection alongside the incoming pharmacist. The date of service was the only date to conduct the review to perform the legally required review, and the date of service was not within the contract period. The Auditor's Office and Purchasing Office requests that payment be authorized by the court.

Fiscal Impact:

Amount Requested: $375
Line Item Number: 120-675-00.5448

Budget Office:

Source of Funds: Family Health Services Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: no
Comments: contract expired prior to services rendered

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Woodgate Invoice

INVOICE

Kimberly Woodgate

DATE: 10/22/25

EXPIRATION DATE

Address 13205 Cardinall Hill
Austin, TX 78737
Phone 512-423-2689
Email kim.woodgate@gmail.com

TO Hays County Health Department
101 Thermon Drive
San Marcos, TX 78666
(512) 393-5540

The quantity is listed under QTY and is only a number. The description includes the type of service rendered (pharmacy inventory, consultation, etc), quantity measurement (hours, minutes, visits, etc.), and the date services were rendered. The unit price is the cost per unit. The line total automatically calculates the quantity times the unit price. The total is listed at the bottom as a sum of all line totals.

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2.50	Monthly Inspection Training with New	$ 150.00	$ 375.00
	Pharmacist	$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		$ 0.00	$ 0.00
		TOTAL	$ 375.00

Invoice prepared by: Julissa Rivera Signature: Matthew Gonzales Digitally signed by Matthew Gonzales Date: 2025.12.04 08:24:31 -06'00'

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Jeff McGill, David Peterson, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Approve payments to Dell Technologies ($1,552.95), Discount Cell ($5,111.05), and Dell Technologies ($5,810.74) for equipment purchases for the Constable Precinct 1 Office, in which no purchase order was obtained per the Hays County Purchasing Policy. **BECERRA/McGILL/PETERSON/HUNT**

Summary:

The IT Department ordered and obtained a purchase order for the Constable Precinct 1 equipment in FY2025; however, the equipment was received after September 30, 2025 and there was not a FY2026 purchase order obtained.

Fiscal Impact:

Amount Requested: $12,474.74
Line Item Number: 001-635-00.5712_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: FY 2026 purchase order was not obtained prior to the product being received.

Auditor's Office

G/L Account Validated Y/N?: Yes, Computer Equipment Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Dell Technologies Invoice 1
Discount Cell
Dell Technologies Invoice 2

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

HAYS COUNTY - AUDITORS
ACCOUNTS PAYABLE
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247

SHIP TO:

HAYS COUNTY - AUDITORS
ERICA LEE
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10839041970	**Customer No: 9657350**	**Order No: 1023100794**	**Page 1 of 2**

Purchase Order:	2025-00001756	Sales Rep:	NOAH_SKELLY
Payment Terms:	45 Days Inv.	Customer Agreement #:	NCPA 01-143
Due Date:	11/15/2025	Contract Code:	C000001019611
Invoice Date:	10/01/2025	Waybill Number:	FEDEX GROUND
Order Date:	08/19/2025	Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)

Item Number	Description	Qty	Unit	Unit Price	Amount
A9467231	**Havis Vehicle Mount for Computer - Gray**	1	EA	731.49	731.49

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	***$***	*1,552.95*
Ship. &/or Handling:	***$***	*0.00*
ENVIRO FEE:	***$***	*0.00*
Taxable: *$ 0.00* ***Non-Taxable:*** *$ 1,552.95*	***Tax:*** ***$***	*0.00*
Invoice Total:	***$***	*1,552.95*

DELL Technologies

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10839041970
Customer Name: HAYS COUNTY - AUDITORS
Customer No. 9657350
PO No: 2025-00001756
Order Number: 1023100794

USD

Sub-Total:	***$***	*1,552.95*
Ship. &/or Handling:	***$***	*0.00*
ENVIRO FEE:	***$***	*0.00*
Taxable: *$ 0.00* ***Non-Taxable:*** *$ 1,552.95*	***Tax:*** ***$***	*0.00*
Invoice Total:	***$***	*1,552.95*
Balance Due:	***$***	*1,552.95*
Amount Enclosed:		

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 676021
Dallas, TX 75267-6021

Electronic Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account
https://mfm.dell.com/

0108390419700000000015529500000009657350 6

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

HAYS COUNTY - AUDITORS
ACCOUNTS PAYABLE
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247

SHIP TO:

HAYS COUNTY - AUDITORS
ERICA LEE
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10839041970 **Customer No: 9657350** **Order No: 1023100794**

Purchase Order:	2025-00001756	Sales Rep:	NOAH_SKELLY
Payment Terms:	45 Days Inv.	Customer Agreement #:	NCPA 01-143
Due Date:	11/15/2025	Contract Code:	C000001019611
Invoice Date:	10/01/2025	Waybill Number:	FEDEX GROUND
Order Date:	08/19/2025	Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)

Item Number	Description	Qty	Unit	Unit Price	Amount
AD384638	**Havis Docking Station** Serial Number:56948758498	1	EA	821.46	821.46

To make a payment or access your account details online, please visit MyFinancials at https://mfm.dell.com

DISCOUNTCELL, LLC
350 W 500 S
PROVO, UT 84601
USA
801-235-9809

Bill to
COUNTY OF HAYS, TX
ATTN: STEPHANIE HUNT
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247
USA

Ship to
COUNTY OF HAYS, TX
ATTN: STEPHANIE HUNT
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247
USA

Invoice

Number	**INV-00001530**
Date	**8/28/2025**
Sales order	**SO-00003603**
Requisition	**2025-00001757**
Your reference	**TX DIR-CPO-4905**
Currency	**USD**
Payment	**Net 30**
Delivery terms	**O PPD**
Mode of delivery	**UPS-G**

Item number / Description	Quantity	Unit	Registration SPA	Unit price	Amount
MA03-0920-C7A-NA Ericsson Cradlepoint R920 LTEA - NA - WiFi - No AC Power Supply or Antennas - 3-Year NetCloud Essentials for Mobile	5.00	Ea		1,008.45	5,042.25
C6PATCH25BK StarTech Ethernet Cable 25' - Cat 6	5.00	Ea		13.76	68.80

This transaction in partnership with and bill on behalf of RCN TECHNOLOGIES, INC; Contact info -- Danny Sartain <danny.sartain@rcntechnologies.com>

Thank you for your business! Please email insidesales@discountcell.com if you have any billing questions. Approved merchandise returned in under 30 days is subject to a 25% restocking fee.

Subtotal	5,111.05
Total charges	0.00
Net amount	5,111.05
Sales tax	0.00
Total	5,111.05
Payments/Credits	0.00
Balance due	5,111.05

Check remittance
DISCOUNTCELL, LLC
10250 VALLEY VIEW RD STE 139
EDEN PRAIRIE, MN 55344
USA

ACH payments/Wire transfers

Bank name	US Bank NA
Account name	DiscountCell, LLC
Account number	104799678537
Routing number	091000022
Swift code	USBKUS44IMT

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

HAYS COUNTY - AUDITORS
ACCOUNTS PAYABLE
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247

SHIP TO:

HAYS COUNTY - AUDITORS
ERICA LEE
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268

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VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10837973719	**Customer No: 9657350**	**Order No: 1022945358**	**Page 1 of 2**

Purchase Order:	2025-00001751	Shipped Via:	UPS
Payment Terms:	45 Days Inv.	Customer Agreement #:	NCPA 01-143
Due Date:	11/08/2025	Contract Code:	C000001019611
Invoice Date:	09/24/2025	Waybill Number:	1ZR1G0890346817131
Order Date:	08/14/2025	Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)
Sales Rep:	NOAH_SKELLY		

Item Number	Description	Qty	Unit	Unit Price	Amount
AD384638	**Havis Docking Station** Serial Number: 561597-0224, 56125487985, 56457258496, 56136457895	4	EA	821.46	3,285.84

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	$	5,810.74
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 0.00 **Non-Taxable:** $ 5,810.74	**Tax:** $	0.00
Invoice Total:	$	5,810.74

DELL Technologies

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10837973719
Customer Name: HAYS COUNTY - AUDITORS
Customer No. 9657350
PO No: 2025-00001751
Order Number: 1022945358

USD

Sub-Total:	$	5,810.74
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 0.00 **Non-Taxable:** $ 5,810.74	**Tax:** $	0.00
Invoice Total:	$	5,810.74
Balance Due:	$	5,810.74
Amount Enclosed:		

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 676021
Dallas, TX 75267-6021

Electronic Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account
https://mfm.dell.com/

0108379737190000000058107400000000965735O5

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

HAYS COUNTY - AUDITORS
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712 S STAGECOACH TRL STE 1071
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SHIP TO:

HAYS COUNTY - AUDITORS
ERICA LEE
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268

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VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10837973719 **Customer No: 9657350** **Order No: 1022945358**

Purchase Order:	2025-00001751	Shipped Via:	UPS
Payment Terms:	45 Days Inv.	Customer Agreement #:	NCPA 01-143
Due Date:	11/08/2025	Contract Code:	C000001019611
Invoice Date:	09/24/2025	Waybill Number:	1ZR1G0890346817131
Order Date:	08/14/2025	Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)
Sales Rep:	NOAH_SKELLY		

Item Number	Description	Qty	Unit	Unit Price	Amount
AA655163	**Havis Vehicle Mount for Pole, Mounting Arm, Base Plate**	3	EA	622.99	1,868.97
AA542641	**Havis Premium Mounting Pedestal for Notebook, Mounting Base - Silver**	1	EA	655.93	655.93

To make a payment or access your account details online, please visit MyFinancials at https://mfm.dell.com

AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Stephanie Hunt, Tammy Crumley

Sponsor: Judge Becerra

Agenda Item

Authorize the execution of a no-cost Second Amendment with Broaddus and Associates pursuant to the Professional Services Agreement for the Capital Improvement Plan, effective December 12, 2025. **BECERRA/T.CRUMLEY/HUNT**

Summary

The Facilities and Resource Management Department and Broaddus & Associates are requesting contract extension through January 31, 2026, to allow the Capital Improvement Plan to be finalized and presented to the Commissioners Court. This is a time extension only and will not include any additional costs.

Attachments

(PE) Amendment 2

Second Amendment to the Professional Services Agreement between Hays County and Broaddus & Associates
(Hays County Capital Improvement Plan)

1. This Second Amendment to the **Hays County Capital Improvement Plan Professional Services Agreement** (the "Second Amendment"), attached as *Exhibit "A"* and executed February 11, 2025, is made this 16th day of December 2025, by and between **Hays County, Texas,** a political subdivision of the State of Texas **("County")** and **Broaddus & Associates ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Extension of #4 Term and Duration of Contract:
   - Original term of contract was ten (10 months): December 11, 2025
   - Extend contract through January 31, 2026: effective December 12, 2025

3. Except for the above modifications set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

This Second Amendment to the Agreement, effective December 12, 2025, is hereby executed this 16th day of December 2025, as is evidenced by the authorized signatures of the Parties, below.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

BROADDUS & ASSOCIATES

By: Alex Gonzales

Printed Name: Alex Gonzales

Title: Vice President

Dated: 12/8/25

ATTEST: _____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM: G. 24.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Stephanie Hunt

Sponsor: Commissioner Hammer

Agenda Item

Authorize the Hays County Purchasing Agent as the authorized signatory for the purchase estimates submitted by SpawGlass related to the Sentinel Peak Park Improvements Project pursuant to RFP 2025-P01 Sentinel Peak Park Improvements - CMAR. **HAMMER/HUNT/FLOCKE**

Summary

SpawGlass was awarded a contract pursuant to RFP 2025-P01 Sentinel Peak Park Improvements - CMAR, and has coordinated with the Hays County Purchasing Department to review all bids related to the Sentinel Peak Park Project. SpawGlass is requesting the purchasing recommendation and estimates to be signed for authorization of work. All estimates will be reviewed by Tucker Furlow, Karl Flocke, and Stephanie Hunt to ensure they are approved under the GMP and were procured properly. Once approved, Stephanie Hunt will sign off on the purchasing recommendation and estimate for authorization of work.

AGENDA ITEM REQUEST FORM: G. 25.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Stephanie Hunt, Kelly Higgins

Sponsor: Judge Becerra

Agenda Item:

Authorize payment to SHI Government Solutions in the amount of $35,897.40 for the Criminal District Attorney's Office to utilize GovQA Software, where no purchase order was obtained as required by the Hays County Purchasing Policy. **BECERRA/HIGGINS/HUNT**

Summary:

The annual renewal for the GovQA software was due on October 1, 2025. This Software is utilized by the Criminal District Attorney's Office, Civil Division, for public information requests. A purchase order was not obtained by October 1, which does not follow the purchasing policy. However, due to the requirements from SHI Government Solutions, a purchase order is still required in order to obtain an invoice from them.

Fiscal Impact:

Amount Requested: $35,897.40
Line Item Number: 001-607-19.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: Purchase Order not obtained prior to services starting

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

SHI Invoice

Pricing Proposal
Quotation #: 26444446
Created On: 7/23/2025
Valid Until: 12/17/2025

TX-County of Hays

Debra Anderson
712 S. STAGECOACH TRAIL
SUITE 1071
SAN MARCOS, TX 78666
United States
Phone: (512) 393-2283
Fax:
Email: debra.anderson@co.hays.tx.us

Client Solutions Manager

Richard Lettiere
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	FOIA Module Non Enterprise GovQA - Part#: npn-govqa-fomod Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 10/1/2025 – 9/30/2026 **Note:** Software // ESD	1	$34,520.00	$34,520.00
2	Redaction License (per named user) GovQA - Part#: npn-govqa-redii Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 10/1/2025 – 9/30/2026 **Note:** Software // ESD	1	$1,377.40	$1,377.40
			Total	$35,897.40

Additional Comments

Thank you for choosing SHI-GSI The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

AGENDA ITEM REQUEST FORM: G. 26.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Anthony Hipolito, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Authorize Firetrol Protection Systems to perform a quarterly Kitchen Hood Inspection pursuant to their Buyboard Contract and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) for the Compliance Engineering (CE) Filing Fee that is not covered under the Buyboard contract. **BECERRA/HIPOLITO/HUNT**

Summary:

Firetrol Protection Systems has a buyboard contract that the County utilizes for our fire suppression system. They have started charging their customers the filing fees on various jobs. These filing fees are not covered under the buyboard contract, and due to the amount of money spent with Firetrol, a discretionary exemption is required.

Fiscal Impact:

Amount Requested: $910
Line Item Number: 001-618-03.5451

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Inspection fees were budgeted in FY2026 for the full amount to include the $70 filing fee that requires a discretionary exemption.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard Contract 751-24
A discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D)

Auditor's Office

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Firetrol Quote
Discretionary Exemption Certification

FIRETROL Protection Systems
www.firetrol.net

From

Firetrol Protection Systems, Inc.

4616 West Howard Lane - Suite #7-700
Austin TX 78728
512-687-0115
https://www.firetrol.net/

Quote No. **2103418**

Type Inspection
Prepared By Brian Crafts
Created On 10/06/2025

Quote For

HAYS COUNTY AUDITOR

HAYS COUNTY JAIL
1307 UHLAND ROAD
SAN MARCOS TX 78666
(512) 738-0634

Description of Work

BUYBOARD CONTRACT 751-24 QUOTE: 140.00 PER MAN HOUR AND DISCOUNT ON MATERIAL

TO PERFORM QUARTLY KICTCHEN HOOD INSPECTION.

NOTE: In consideration of current market pricing volatility on raw material and other construction related products due to potential US tariffs and the project duration, we have included current material pricing and request that commercial terms include allowance for pricing adjustments based on the Bureau of Labor and Statistics (BLS) Producer Price Index (PPI) and/or actual tariff costs based on the country of origin for any material included in this quote. Inclusion of mutually agreeable application of the BLS PPI and/or tariff costs allows for equitable pricing updates to an agreement based on current competitive market conditions.

Exclusions:

Unforeseen conditions within walls/floors/ceilings. Any changes, additions, or addenda other than that what is listed herein will be considered a change order to this proposal and must be accepted before any additional labor or materials is to be provided.

Sheetrock, patchwork, painting, 120 Volt connections, conduit or back boxes.

Fire Watch on inoperable systems

Shift work, work stoppages, overtime, or delays

Any additions required by the AHJ

Tax

Lift Rental

Services to be completed

Kitchen Suppression
Semi Annual Kitchen Hood Inspection

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
	Semi Annual Kitchen Hood Inspection	6	$140.00	$840.00
	Additonal Hood Inspection	1	$0.00	$0.00
	CE Filling Fee	1	$70.00	$70.00
			GRAND TOTAL	**$910.00**

Terms and Conditions

Unless specifically noted above, the following clarifications and exclusions are part of this quote:

1. *This Proposal does not include demolition of devices, cable, etc. associated with the existing system.*
2. *Submittal drawing work is based on availability of AutoCAD compatible drawings from the Owner. If CAD drawings are not available, Firetrol reserves the right to request additional compensation for floor plan drawing development. Submittal drawing lead time is 6 weeks from date of contract award.*
3. *This Proposal does not include applicable sales tax.*
4. *This Proposal does not include applicable permits.*
5. *This Proposal does not include performance or payment bonds.*
6. *This Proposal does not include labor or material to install phone lines to the Fire Alarm Control Panel.*
7. *This Proposal does not include 120 VAC work. All 120 VAC for all panels to be provided by the others.*
8. *This Proposal does not include premium time; overtime or holiday work required as a result of project delays created by others will be justification for a Change Order.*
9. *This Proposal does include conduit, raceways, J hooks, sleeves, wire mold, rough-in boxes, back boxes, tile bridges, etc. as required for installation.*
10. *This Proposal does not include access panels or penetrations, cutting, or coring. These items shall be provided and installed by others.*
11. *This Proposal does not include UL or FM Global Certifications for system installation. All equipment will be UL Listed as required.*
12. *This Proposal does not include painting, patching, sheetrock repairs, etc. of any kind. This work shall be provided by others.*
13. *This Proposal does not include new ceiling tiles. Firetrol will do it best to not damage existing tile during removal and replacement. Tiles needing to be replaces due to the removal of old devices will be by others.*
14. *This Proposal does include fire stopping for penetrations made by Firetrol. All other fire rated caulking shall be provided and installed by others.*
15. *This Proposal does not include specialty lifts, scaffolding, etc. for access to high areas. Any specialty lifts or scaffolding will be provided by others.*
16. *All H.V.A.C./Electrical wiring, interlock wiring and power wiring as may be required to interface or power other building systems not provided. Firetrol will provide relays and monitoring modules as required by specifications to be connected by others.*
17. *Cancellation Charges, in the event of project cancellation after award, Firetrol Protection Systems will invoice for any costs in place (i.e. engineering, project management, material returns, etc.).*
18. *This Proposal includes a one (1) year Standard Parts and Labor Warranty.*
19. *This Proposal is good for 30 days and subject to repricing thereafter.*
20. *All work shall be subject to Firetrol Protection Systems, Inc. General Terms and Conditions.*

GENERAL TERMS & CONDITIONS

Firetrol Protection Systems, Inc. recommends that the owner or owners representative follow all applicable state and local regulations and applicable NFPA standards for inspection, testing, and maintenance for all life safety system(s) on their property which may not be included in this service.

Please be advised that all system devices are required by the applicable NFPA standards to be inspected and/or tested 100%. The owner or owners representative is expected to provide access to all areas, if access is not provided, there may be an additional charge for a return trip to complete the inspection.

I have read and understand the terms and conditions below, and acknowledge that they are an integral part of this service / inspection agreement.

In response to the AIM Act and its findings regarding PFAS, PFOA, and PFOS. Firetrol will no longer drain, flush, disassemble, or remove piping or other apparatus that contain or been exposed to AFFF concentrate or solution. All such materials shall remain in the possession of the owner/client. Firetrol assumes no liability whatsoever for any claims related to the owner's past, current or future PFAS, PFOA, and PFOS containing foam suppression systems.

NOTE: The Terms and Conditions below are not applicable if there is an existing agreement already in place at the time of this service and/or inspection. This may include a Master Service Agreement, Customer Purchase Agreement, or a Federal, State or Local Agreement such as GSA, NASPO, BuyBoard, TXMAS, etc.

The Seller makes no warranties, express, or implied, including, without limitation, warranties of merchantability and warranties of fitness for a particular purpose. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the Seller or give rise to any liability or obligation. Seller's liability to purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price.

Under no circumstances shall Seller have any responsibility, liability, or obligation for the performance or non-performance of the fire protection system. Purchaser understands, acknowledges, and agrees that Seller is not an insurer or guarantor of the fire protection system and that Seller's inspection may not reveal all defects or deficiencies, if any, in the fire protection system. In no event shall Seller be liable for any special, indirect, incidental, consequential, or other damages to any third person including, but not limited to, purchaser(s) customers, invitees, or employees, irrespective of whether such claims or actions are based upon contract, warranty, negligence, tort, strict liability, or otherwise.

Any inspection and/or testing services provided are NOT a system survey or engineering analysis of the system and/or its design. Inspection and testing services that may be provided are designed to determine the functionality of the inspected systems at the time of the inspection/test, as per state requirements. Any Inspection and/or testing services provided are not intended to reveal design or installation flaws or code compliance violations.

ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

PAYMENT

Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

LOCAL AHJ RECORD KEEPING FEES

Unless specifically noted in your proposal, the Contract Pricing does not include any record keeping or processing fees incurred by the local AHJ and will be added to your invoices as applicable.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, vendor supply chain issues, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for service, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for service at the job site, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

INTERFERENCES

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

LIMITATIONS OF LIABILITY

The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic damage of any character, including but not limited to loss of use

of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

WARRANTY

Seller agrees that for a period of one (1) year after completion of said service it will, at its expense, repair or replace defective materials or workmanship supplied or performed during this service/repair by Seller. Upon completion of the service work, the system will be turned over to the Purchaser fully inspected, tested, and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the

operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer but no longer than one-year. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfil this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

LEGAL NOTICE

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITION/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in the same jurisdiction as the location of the work performed.

OVERTIME

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

PROPRIETARY DATA

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGE

No charges shall be levied by the Purchaser against the Seller unless, (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

Property owner assumes all liability for any damages that may be related to the failure (or partial failure) of their fire protection/life safety system(s) due to any deficiency or impairment (whether identified herein or not.) Firetrol Protection Systems, Inc. will provide you a quotation upon request to repair all deficiencies/impairments noted. Should you have any questions or require any additional information, please do not hesitate to contact our office.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, CPPB - Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012 ● San Marcos, Texas 78666

512-393-2267 ● purchasing@hayscountytx.gov

Hays County Commissioners Court
Firetrol Protection Systems, Inc. – Compliance Engineering Filing Fees
December 16, 2025

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Hays County Sheriff and Purchasing Office recognizes Firetrol Protection Systems, Inc. as a sole source provider to provide captive replacement parts or components for equipment being utilized in the Hays County Jail. The parts needed and labor hours are covered under their Buyboard contract; however, the Compliance Engineering (CE) filing fees are not covered under the contract.

Stephanie Hunt

Stephanie Hunt, CPPB
Purchasing Agent

AGENDA ITEM REQUEST FORM: G. 27.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Sherri Tibbe, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item:

Authorize payment to Felix Media Solutions in the amount of $1,160.00 to the District Courts Office related to repairs for Courtroom 5 where no purchase order was obtained as required per the Hays County Purchasing Policy and amend the budget accordingly. **BECERRA/TIBBE/HUNT**

Summary:

The District Courts Office requested a service call from Felix Media Solutions to inspect the audio issues they were having in courtroom 5. The District Courts Office did not obtain a purchase order prior to the services being conducted.

Fiscal Impact:

Amount Requested: $1,160.00
Line Item Number: 001-695-00.5411

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
$1,160 - Increase Equipment Maintenance & Repair 001-608-00.5411
($1,160) - Decrease Time Payment Expense 001-608-00.5325

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: No purchase order obtained prior to services

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Felix Media Invoice

FELIX MEDIA SOLUTIONS INC
3601 S CONGRESS AVE STE H200
AUSTIN, TX 78704
+15125721777
accounting@felixmediasolutions.com
www.felixmediasolutions.com

Invoice

Felix Media Solutions

BILL TO	SHIP TO
Hays County 712 South Stagecoach Trail Ste. 1071 San Marcos, TX 78666	Hays County 712 South Stagecoach Trail Ste. 1071 San Marcos, TX 78666

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
S11593	11/24/2025	USD 1,160.00	11/24/2025	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
SERVICE TICKET #2389 - HAYS COUNTY COURTS COURTROOM 5 AUDIO ISSUES **Service Labor** Labor - Full Day 100% Complete	1	1,160.00	1,160.00

Thank you for choosing Felix Media Solutions!

Pay invoice

SUBTOTAL	1,160.00
TAX (0%)	0.00
TOTAL	1,160.00
BALANCE DUE	**USD 1,160.00**

RECEIVED
DEC 02 2025
BY: ...

Approved: 11/25/25

AGENDA ITEM REQUEST FORM: G. 28.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Hammer

Agenda Item

Approve specifications for IFB 2026-B07 Jacobs Well Road Curve and authorize Purchasing to advertise and solicit bids.
HAMMER/A.JONES/HUNT

Summary

Hays County is soliciting bids for the construction of roadway safety improvements and a realignment of an existing two-lane facility along CR 182 (Jacobs Well Road) near Woodcreek, Texas. The proposed work improves horizontal alignment and includes two 11-foot travel lanes, two 4-foot shoulders, driveways, drainage improvements, pavement markings, signage, and permanent vegetation. The limits of this project are from 0.30 miles East of Mt. Sharp Road to 0.61 miles East of Mt. Sharp Road.

Attachments

IFB 2026-B01 Jacobs Well Road Curve - Project Manual

HAYS COUNTY
PROJECT CONSTRUCTION MANUAL

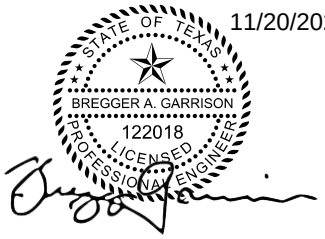
FOR
CR 182 (Jacobs Well Road Curve)

CSJ: 0914-33-098
Federal Project No. STP 2025(759)HES

Bid No. IFB 2026-B01

Bid Date: January 20, 2026
Bid Time: 10:00 AM

Hays County, Texas
Purchasing Office
712 South Stagecoach Trail, Suite 1012
San Marcos, TX 78667



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Commissioners Court Approval December 16, 2025
Go Live December 19, 2025

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SECTION 1
INVITATION FOR BIDS (IFB)/RFP/RFQ SUBMITTAL CHECKLIST

Invitation for Bids (IFB)/RFP/RFQ Submittal Checklist
This checklist is provided for the Vendor's convenience and identifies documents that MUST be submitted for the bid/proposal/statement of qualifications(SOQ) to be considered responsive, as well as the required forms requested by Hays County to execute a contract.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

____ 1. Completed Bid Form
____ 2. Solicitation, Offer and Award Form completed and signed
____ 3. Completed Schedule of Rates and Prices
____ 4. Vendor Reference Form
____ 5. Bid Bond for 5% of total bid amount
____ 6. Conflict of Interest Questionnaire
____ 7. Related Party Disclosure Form
____ 8. Any addenda applicable to this solicitation

Required Forms by Hays County in Order to Execute a Contract:

____ 1. Code of Ethics for Hays County
____ 2. Hays County Practices Related to Historically Underutilized Businesses
____ 3. Hays County House Bill 89 Verification
____ 4. Iran, Sudan and Foreign Terrorist Organization Certification (TGC 2252)
____ 5. Israel Boycott Certification (TGC 2271.002)
____ 6. Prohibition of Energy Company Boycott Certification (TGC 2274)
____ 7. Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Cert. (TGC 2274.002)
____ 8. Debarment & Licensing Certification
____ 9. Vendor/Bidder's Affirmation
____ 10. System for Award Management (www.SAM.gov) Printout
____ 11. Child Support Statement
____ 12. State of Texas Child Support Business Ownership Form
____ 13. FHWA 1273 Certification
____ 14. Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
____ 15. Contractor's Assurance (Subcontracts-federal aid projects) Printout
____ 16. Certification Regarding Disclosure of Public Information Printout

Hays County will accept bids/proposals/SOQ, by the due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope, addressed to:

Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666

SECTION 2
INVITATION FOR BIDS (IFD)

PUBLIC NOTICE
HAYS COUNTY
INVITATION FOR BIDS (IFD)

Hays County will be accepting sealed Bids for:

IFB 2026-B01 CR 182 (JACOBS WELL ROAD CURVE)

Sealed Bids will be received by Hays County, through either hardcopy at the Purchasing Office, Hays County Government Center, 712 South Stagecoach Trail, Suite 1012, San Marcos, TX 78666 or electronically through https://www.bidnetdirect.com/texas/hayscounty (the BidNet Direct website) until 10:00 AM local time on Tuesday, January 20, 2026 at which time and place the bids will be publicly opened and read. Bids received after the time and date set for submission will be returned unopened.

DETAIL SUMMARY

Issuing Office:	Hays County Purchasing 712 S. Stagecoach Trial, Suite 1012 San Marcos, TX 78666 Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the websites: https://www.bidnetdirect.com/texas/hayscounty, https://www.txsmartbuy.com/, https://www.sanmarcostx.gov/Bids.aspx
Responses to Solicitation:	Sealed bids marked with Solicitation Number and Vendor Name on the outermost envelope: One (1) original and one (1) digital copy on a thumb drive **OR** Electronic bid packets can be submitted through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date.
Deadline for Responses:	In issuing office or submitted to BidNet Direct no later than: **Tuesday, January 20, 2026; 10:00 AM, Central Time (CT).** Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be accepted.
Pre-Bid Meeting:	**A non-mandatory Pre-Bid Conference will be held on Tuesday, January 6 at 10:00 AM** Location: Hays County Purchasing Office 712 S. Stagecoach Trail, Ste. 1012, San Marcos, TX 78666
Bonding Requirements:	Bid Bond in the amount not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company, must accompany each bid as a guarantee that the successful bidder will enter a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor. Performance and Payment Bonds (100% of Contract Price) will be required as stated in the bidding documents.

Other Requirements:	To submit Proposals for this Contract, prospective bidder shall, on **Tuesday, January 20, 2026**, meet the following requirements: (1) provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts. (2) SYSTEM FOR AWARD MANAGEMENT (SAM): Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in SAM. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration Page.
Initial Contract Term:	104 working days
Optional Contract Terms:	None.
Designated Contact:	Hays County Purchasing Office Email: purchasing@hayscountytx.gov
Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than **Thursday, January 8, 2026 at 5:00 PM**, **Central Time (CT)**. Telephone inquiries will not be accepted. Questions will be accepted in writing to purchasing@hayscountytx.gov. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on BidNet Direct, ESBD, and CivicPlus websites.
Addenda	Any interpretations, corrections or changes to this IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with bid submission.
Contact with County Staff:	Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

December 19, 2025	**Issuance of Invitation for Bids (IFB)**
January 6, 2026	**Pre-Bid In-person Meeting (10:00 AM, CT)**
January 8, 2026	**Deadline for Submission of Questions (5:00 PM, CT)**
January 20, 2026	**Deadline for Submission of Bids (10:00 AM, CT) Late bids will not be accepted**
April 2026	**Anticipated Contract Award Date**

SECTION 3
BID INSTRUCTIONS / REQUIREMENTS

BID INSTRUCTIONS / REQUIREMENTS

THE CONTRACT BID INSTRUCTION SHALL BE AS SET FORTH IN SECTION 13 TECHNICAL SPECIFICATIONS

SECTION 4
BID FORM /
SOLICITATION, OFFER, AND AWARD FORM/
SCHEDULE OF RATES AND PRICES /
VENDOR REFERENCES /
CONFLICT OF INTEREST QUESTIONNAIRE /
RELATED PARTY DISCLOSURE FORM /
CODE OF ETHICS FOR HAYS COUNTY /
HAYS COUNTY PRACTICES RELATED TO HISTORICALLY UNDERUTILIZED BUSINESSES /
HAYS COUNTY HOUSE BILL 89 VERIFICATION /
IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATION CERTIFICATION (TGC 2252)/
ISRAEL BOYCOTT CERTIFICATION (TGC 2271.002)/
PROHIBITION OF ENERGY COMPANY BOYCOTT CERTIFICATION (TGC 2274)/
PROHIBITION OF DISCRIMINATION AGAINST FIREARM COMPANIES OR TRADE ORGANIZATION CERTIFICATION (TGC 2274.002)/
DEBARMENT AND LICENSING CERTIFICATION /
VENDOR/BIDDER'S AFFIRMATION /
SYSTEM FOR AWARD MANAGEMENT PRINTOUT
CHILD SUPPORT STATEMENT /
STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM /
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273) /
FHWA 1273 CERTIFICATION /
APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS/
CONTRACTOR'S ASSURANCE PRINTOUT/
CERTIFICATION REGARDING DISCLOSURE OF PUBLIC INFORMATION PRINTOUT

BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2026-B01 CR 182(Jacobs Well Road Curve)

THIS BID IS SUBMITTED TO:

Electronically: Bid Packets can be submitted through BidNet Direct: www.bidnetdirect.com/hayscounty,

Manually:
Hays County Purchasing Office
Attn: Stephanie Hunt
712 South Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation for Bids and Bid Instructions/Requirements, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within 104 working days from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

_____

_____

_____

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON _____, 20___.

State Contractor License Number _____

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____
Business address: _____

_____
Phone Number: _____ Fax Number: _____
Email: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

_____
(Signature)

Business address:

_____

_____

_____

Phone Number: _____ Fax Number: _____
Email: _____

A Corporation

By _____ (SEAL)
(Corporate Name)

_____
(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

_____
(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

_____

_____

_____

Phone Number: _____ Fax Number: _____

Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By _____ (SEAL)
(Name)

_____
(Address)

_____
(Signature)

By _____
(Name)

_____
(Address)

_____
(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

_____

_____

_____

_____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.: IFB 2026-B01 CR 182 (Jacobs Well Road Curve)	Date Issued: December 19, 2025

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:
10:00 a.m. local time January 20, 2026
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 PM on January 8, 2026.	Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.
MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2026-B01 - CR 182 (JACOBS WELL ROAD CURVE) **CONTRACTOR:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100-7002	PREPARING ROW	16.26	STA		$ -
2	104-7046	REMOVING CONC (MISC)	316	SY		$ -
3	105-7026	RMV (6") TRT/UNTRT BASE & ASPH PAV	198	SY		$ -
4	105-7030	RMV (10") TRT/UNTRT BASE & ASPH PAV	2534	SY		$ -
5	106-7002	OBLITERATING ABANDONED ROAD	2541	SY		$ -
6	110-7001	EXCAV (ROADWAY)	8299	CY		$ -
7	132-7003	EMBANK (FNL)(OC) (TY B)	80	CY		$ -
8	160-7002	FURN & PLACE TOPSOIL (4")	12345	SY		$ -
9	164-7001	BROADCAST SEED (PERM_RURAL_SAND)	12260	SY		$ -
10	164-7005	BROADCAST SEED (TEMP_WARM)	6130	SY		$ -
11	164-7006	BROADCAST SEED (TEMP_COOL)	6130	SY		$ -
12	168-7001	VEGETATIVE WATERING	135	TGL		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2026-B01 - CR 182 (JACOBS WELL ROAD CURVE) **CONTRACTOR:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	169-7043	SOIL RETENTION BLANKETS (CL 1) (TY B)	12260	SY		$ -
14	247-7013	FL BS (CMP IN PLC)(TY D GR 1-2)	4869	TON		$ -
15	310-7013	PRIME COAT(MC-30 OR AE-P)	811	GAL		$ -
16	341-7002	D-GR HMA TY-B SAC-B PG64-22	1106	TON		$ -
17	341-7058	D-GR HMA TY-D SAC-B PG76-22	472	TON		$ -
18	432-7001	RIPRAP (CONC)(4 IN)	13.00	CY		$ -
19	464-7005	RC PIPE (CL III)(24 IN)	383	LF		$ -
20	467-7328	SET (TY II) (24 IN) (RCP) (6: 1) (P)	26	EA		$ -
21	500-7001	MOBILIZATION	100%	LS		$ -
22	502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO		$ -
23	503-7002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		$ -
24	505-7001	TMA (STATIONARY)	180	DAY		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2026-B01 - CR 182 (JACOBS WELL ROAD CURVE) **CONTRACTOR:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
25	506-7001	ROCK FILTER DAMS (INSTALL) (TY 1)	235	LF		$ -
26	506-7011	ROCK FILTER DAMS (REMOVE)	235	LF		$ -
27	506-7020	CONSTRUCTION EXITS (INSTALL)(TY 1)	54	SY		$ -
28	506-7024	CONSTRUCTION EXITS (REMOVE)	54	SY		$ -
29	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	3287	LF		$ -
30	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	3287	LF		$ -
31	510-7003	ONE-WAY TRAF CONT (PORT TRAF SIG)	4	MO		$ -
32	529-7013	CONC CURB (SLOTTED)	190	LF		$ -
33	530-7010	DRIVEWAYS (ACP)	700	SY		$ -
34	552-7011	WIRE FENCE (REMOVE)	803	LF		$ -
35	644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	19	EA		$ -
36	644-7073	REMOVE SM RD SN SUP&AM	8	EA		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2026-B01 - CR 182 (JACOBS WELL ROAD CURVE) **CONTRACTOR:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
37	662-7068	WK ZN PAV MRK REMOV (W)6"(SLD)	4114	LF		$ -
38	662-7077	WK ZN PAV MRK REMOV (W)24"(SLD)	44	LF		$ -
39	662-7100	WK ZN PAV MRK REMOV (Y)6"(SLD)	3357	LF		$ -
40	666-7309	ALL-WTHER PM TY I (W)6"(SLD)(100MIL)	3253	LF		$ -
41	666-7315	ALL-WTHER PM TY I (Y)6"(SLD)(100MIL)	3253	LF		$ -
42	666-7347	PAVEMENT SLER 6"	6506	LF		$ -
43	672-7004	REFL PAV MRKR TY II-A-A	41	EA		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2026-B01 - CR 182 (JACOBS WELL ROAD CURVE) **CONTRACTOR:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
44	HC-998	ENVIRONMENTAL: CONTRACTOR FORCE ACCOUNT WORK(PART)	10000	DOL	$ 1.00	$ 10,000.00
45	HC-999	SAFETY CONTINGENCY: CONTRACTOR FORCE ACCOUNT WORK (PART)	10000	DOL	$ 1.00	$ 10,000.00

TOTAL AMOUNT OF BID

_____ Dollars and _____ Cents $ 20,000.00

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND/OR BEST BID.

Acknowledgment of Addenda

Addendum No. 1: _____

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

Refer to the Technical Specifications section for a description of the specific reference number.

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____ _____

Name of signatory Signature Date

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____

Name of Vendor

_____

Signature of Certifying Official Title of Certifying Official

_____

Printed Name of Certifying Official Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

Hays County House Bill 89 Verification

I,_____(Person name), the undersigned representative of _____(Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

On this_____day of_____, 20____, personally appeared_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative | Signature of Hays County Purchasing Representative

_____ | _____

Date | IFB/RFP/RFQ Number

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name | Date

_____

Print Name of Company Representative | Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative | Signature of Hays County Purchasing Representative

_____ | _____

Date | IFB/RFP/RFQ Number

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

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Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative Signature of Hays County Purchasing Representative

_____ _____

Date IFB/RFP/RFQ Number

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name Signature Date

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _____ Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

System For Award Management
(SAM.gov)

Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

State of Texas Child Support Business Ownership Form

County: _____ Project Name: _____

TxDOT CSJ: _____ LG Project Number: _____

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by _____. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the

requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials (§ 200.323) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9., Payment Provisions for Subcontractors, all subcontract agreements exceeding $2,000 will incorporate the applicable Wage Determination Decision, and all subcontract agreements will incorporate the following:

Special Provision	Certification of Nondiscrimination in Employment
Special Provision	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
Special Provision	Standard Federal Equal Employment Opportunity
Construction	Construction Specifications (Executive Order 11246)
Form FHWA 1273	Required Contract Provisions Federal-aid Construction Contracts (Form FHWA 1273 must also be physically attached to subcontracts and all lower-tier subcontracts)
Special Provision	Nondiscrimination (Include provisions of Sections 3.1 – 3.6 in all subcontracts and agreements for materials)
Special Provision	Cargo Preference Act Requirements in Federal-Aid Contracts
Special Provision	Disadvantaged Business Enterprise in Federal-Aid Contracts

CERTIFICATION REGARDING DISCLOSURE OF PUBLIC INFORMATION

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least $1 million in public funds must:

1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
3) on completion of the contract, either:
    a. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
    b. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

***** As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
2) solicitation or bid documents relating to a contract with a governmental body;
3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

SECTION 5
STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and _____ (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. IFB 2026-B01 – CR 182(Jacobs Well Road Curve)

Article 2. Engineer of Record

The Project has been designed by FREESE AND NICHOLS, INC., who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 104 working days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES_____ $_____(dollars)
(insert words)

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers _____ to _____, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

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

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract).

COUNTY_____	CONTRACTOR_____
By:_____	By: _____
Ruben Becerra, Hays County Judge	Title: _____
	[CORPORATE SEAL]
Attest_____	Attest_____

SECTION 6
WAGE RATES

Texas Department of Transportation

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 09-19-2025 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. A blank cell indicates that the classification and wage rate are not listed on the USDOL's general decision and therefore must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 09-19-2025.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX300 *(TX20250300)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)
1106	Asphalt Raker	$18.97	$15.02	$18.76	$19.40	$18.20	$16.28	$19.87	$19.02	$19.53	$17.40	$15.22	$19.58	$20.41
1124	Concrete Finisher, Paving andStructures	$20.92	$19.13	$21.11	$20.61	$18.72	$17.99	$22.48	$20.04	$20.66	$21.16	$18.15	$20.77	$20.79
1139	Electrician	$23.70			$30.54		$25.73	$36.10		$32.38				$31.46
1143	Telecommunication Technician							$23.14						
1145	Traffic Signal/Light Pole Worker	$25.43			$21.99									
1150	Flagger	$13.50	$14.56	$15.30	$15.52	$15.00		$14.80	$15.16	$13.99	$14.59	$15.81	$14.82	$16.63
1151	Form Builder/Setter, Structures	$21.78	$18.59	$19.31	$20.63	$20.18	$19.37	$22.50	$19.89	$20.05	$19.82	$18.26	$22.09	$19.93
1160	Form Setter, Paving & Curb	$20.39	$17.31	$18.50	$19.18			$20.89	$20.25	$18.25	$18.16	$17.56	$19.44	$19.32
1172	Laborer, Common	$17.76	$14.88	$16.80	$17.52	$17.12	$15.16	$18.01	$16.69	$16.72	$16.63	$15.22	$18.10	$17.12
1175	Laborer, Utility	$18.51	$16.79	$17.91	$19.05	$17.46	$16.73	$19.32	$18.40	$18.80	$18.42	$16.75	$18.10	$19.11
1187	Mechanic	$27.08	$23.80	$25.11	$26.15	$28.00	$23.84	$27.44	$23.35	$24.13	$25.51	$22.98	$25.47	$23.38
1194	Servicer	$21.29	$20.03		$23.75	$21.51	$17.87	$24.86	$20.75	$20.94		$19.11	$21.31	$20.33
1196	Painter, Structures				$23.76						$27.93			$26.40
1202	Piledriver													$21.48
1205	Pipelayer	$17.76	$15.48		$19.23		$17.11	$22.46	$17.56	$19.97	$19.40	$15.22	$18.10	$20.03
1300	Asphalt Distributor Operator	$22.68	$19.62	$23.09	$24.07	$23.76	$21.93	$24.40	$23.99	$22.69	$23.20	$24.54	$23.46	$23.26
1303	Asphalt Paving Machine Operator	$20.34	$15.99	$20.95	$22.12	$22.45	$19.02	$22.52	$20.70	$21.26	$19.14	$17.58	$21.32	$22.67
1305	Broom or Sweeper Operator	$17.76	$15.22	$17.75	$18.09	$17.12		$18.01	$17.30	$17.58	$16.63	$16.92	$18.10	$17.63
1306	Crawler Tractor Operator	$20.95	$20.27	$20.00	$20.92			$24.06	$20.83	$19.82	$23.23		$22.51	$20.33
1315	Concrete Paving, Curing, Float, Texturing Machine Operator									$23.12				$22.62
1318	Concrete Pavement Finishing Machine Operator	$20.00		$24.85	$22.81			$24.07		$23.11				$22.18
1329	Joint Sealer						$15.16							
1333	Concrete Saw Operator	$25.25		$20.69	$25.97			$20.34	$22.93	$25.50				$21.57
1341	Small Slipform Machine Operator							$25.09						
1342	Crane Operator, Lattice Boom 80 Tons or Less	$24.25	$29.80	$25.57	$26.47			$29.90	$26.15	$24.33			$24.40	$25.74
1343	Crane Operator, Lattice Boom Over 80 Tons				$28.87			$33.55	$31.28	$23.75	$34.20			$23.85
1344	Crane Operator, Hydraulic 80 tons or less				$29.24		$23.37	$31.32	$23.89	$27.22	$27.88	$28.75	$27.09	$24.75
1345	Crane Operator, Hydraulic Over 80 Tons								$31.44		$30.25			
1346	Loader/Backhoe Operator	$20.99	$16.37	$20.20	$20.32	$18.00	$17.92	$23.22	$19.94	$20.42	$19.01	$16.93	$21.03	$21.37
1347	Excavator Operator, 50,000pounds or less	$25.59	$18.99		$22.93	$22.91	$19.70	$25.08	$22.25	$21.05	$19.69	$21.86	$24.67	$21.53
1348	Excavator Operator, Over 50,000 pounds		$19.29	$20.36	$22.90			$25.34	$22.47	$22.80	$22.05	$25.35		$22.24
1360	Foundation Drill Operator, Crawler Mounted							$29.25						$22.25
1363	Foundation Drill Operator, Truck Mounted				$24.28			$29.86	$24.05	$25.95		$27.81	$32.17	$26.04
1369	Front End Loader Operator, 3 CY or Less	$19.42	$15.59	$18.40	$20.33	$18.28	$17.42	$20.93	$19.34	$18.58	$18.80	$17.47	$19.06	$19.72
1372	Front End Loader Operator,Over 3 CY	$19.52	$16.41	$17.25	$20.20	$19.83	$18.26	$22.56	$20.00	$19.55	$18.71	$18.12	$20.11	$20.34
1380	Milling Machine Operator	$20.98	$18.47	$19.48	$21.73	$18.49	$23.02	$20.94	$19.88	$19.99	$22.53	$19.21	$20.37	$21.65
1384	Reclaimer/Pulverizer Operator	$21.17			$19.05	$23.25		$22.17	$19.67	$18.15	$18.83			
1390	Motor Grader Operator,Fine Grade	$27.00	$21.55	$23.01	$26.56	$26.38	$20.04	$27.09	$24.96	$24.43	$26.88	$22.98	$26.74	$23.91
1393	Motor Grader Operator, Rough	$23.50	$18.78	$19.00	$22.95	$23.69		$24.90	$21.04	$21.43	$23.06	$19.60	$23.08	$21.20
1396	Pavement Marking MachineOperator	$20.62		$16.80	$22.00	$18.99		$22.35	$17.50	$22.96		$19.26	$23.48	$17.12
1402	Roller Operator, Asphalt	$17.76	$14.88	$18.35	$20.24	$17.12		$20.35	$18.13	$18.34	$17.27	$16.83	$18.76	$19.79
1405	Roller Operator, Other	$17.76	$14.88	$16.80	$17.52	$17.12		$18.60	$16.94	$17.09	$16.90	$15.38	$18.10	$18.93
1411	Scraper Operator	$20.00	$14.88		$17.52		$18.33	$21.54	$17.21	$17.71		$15.33	$19.49	
1413	Off Road Hauler				$17.52			$23.70		$16.90			$18.10	$17.12
1428	Agricultural Tractor Operator				$19.14					$19.97			$23.21	
1445	Directional Drilling Operator				$25.19									
1446	Directional Drilling Locator				$21.39		$16.50							
1500	Reinforcing Steel Worker	$22.94	$19.62	$24.99	$22.46		$20.57	$23.50	$23.47	$22.24	$22.76	$20.91	$25.70	$22.34
1509	Structural Steel Worker													$22.64
1513	Sign Erector				$17.52			$18.01						
1515	Spreader Box Operator	$18.50		$19.28	$19.31			$23.59	$19.96	$18.52	$20.63	$23.00	$18.31	$17.84
1520	Work Zone Barricade Servicer	$17.76	$15.81	$16.80	$17.75	$17.12		$18.01	$17.66	$16.89	$17.52	$16.49	$18.10	$17.37
1600	Truck Driver, Single Axle	$21.59	$17.93	$19.19	$19.70	$18.24	$15.16	$20.60	$19.20	$19.22	$17.99	$19.02	$22.02	$21.93

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX300 *(TX20250300)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)
1606	Truck Driver, Single or Tandem Axle Dump Truck	$20.87	$18.50	$21.94	$20.91	$21.14	$16.58	$22.64	$19.19	$20.30	$20.30	$18.63	$21.04	$18.60
1607	Truck Driver, Tandem Axle Tractor with Semi-Trailer	$21.52	$19.81	$20.66	$21.71	$21.97		$23.22	$19.52	$20.32	$22.08	$23.00	$21.91	$20.17
1609	Truck Driver Lowboy-Float	$23.01	$27.10	$23.18	$25.96			$25.57	$22.60	$23.97	$22.90	$25.75	$23.22	$25.94
1612	Truck Driver Transit-Mix		$18.00					$21.97						
1615	Boom Truck Operator				$27.82									
1706	Welder		$21.35		$23.38		$17.34	$23.72					$22.00	$20.97

Notes:

*Represents the USDOL wage decision.
Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES: 46, 51, 55, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	295	Donley	298	Karnes	300	Reagan	298
Andrews	298	Duval	297	Kaufman	294	Real	298
Angelina	295	Eastland	298	Kendall	291	Red River	295
Aransas	296	Ector	46	Kenedy	297	Reeves	292
Archer	46	Edwards	292	Kent	298	Refugio	300
Armstrong	46	El Paso	293	Kerr	300	Roberts	298
Atascosa	291	Ellis	294	Kimble	298	Robertson	291
Austin	299	Erath	295	King	298	Rockwall	294
Bailey	298	Falls	295	Kinney	292	Runnels	298
Bandera	291	Fannin	295	Kleberg	300	Rusk	55
Bastrop	291	Fayette	300	Knox	298	Sabine	295
Baylor	298	Fisher	298	Lamar	295	San Augustine	295
Bee	300	Floyd	298	Lamb	298	San Jacinto	299
Bell	291	Foard	298	Lampasas	291	San Patricio	296
Bexar	291	Fort Bend	299	LaSalle	297	San Saba	298
Blanco	300	Franklin	295	Lavaca	300	Schleicher	298
Borden	298	Freestone	295	Lee	300	Scurry	298
Bosque	295	Frio	297	Leon	295	Shackelford	298
Bowie	55	Gaines	298	Liberty	299	Shelby	295
Brazoria	299	Galveston	299	Limestone	295	Sherman	298
Brazos	291	Garza	298	Lipscomb	298	Smith	55
Brewster	292	Gillespie	300	Live Oak	300	Somervell	295
Briscoe	298	Glasscock	298	Llano	300	Starr	297
Brooks	297	Goliad	296	Loving	298	Stephens	298
Brown	298	Gonzales	300	Lubbock	46	Sterling	298
Burleson	291	Gray	298	Lynn	298	Stonewall	298
Burnet	300	Grayson	294	Madison	295	Sutton	292
Caldwell	291	Gregg	55	Marion	295	Swisher	298
Calhoun	296	Grimes	295	Martin	298	Tarrant	294
Callahan	46	Guadalupe	291	Mason	300	Taylor	46
Cameron	51	Hale	298	Matagorda	300	Terrell	292
Camp	295	Hall	298	Maverick	297	Terry	298
Carson	46	Hamilton	295	McCulloch	298	Throckmorton	298
Cass	295	Hansford	298	McLennan	291	Titus	295
Castro	298	Hardeman	298	McMullen	297	Tom Green	46
Chambers	299	Hardin	299	Medina	291	Travis	291
Cherokee	295	Harris	299	Menard	298	Trinity	295
Childress	298	Harrison	55	Midland	46	Tyler	295
Clay	46	Hartley	298	Milam	295	Upshur	55
Cochran	298	Haskell	298	Mills	298	Upton	298
Coke	298	Hays	291	Mitchell	298	Uvalde	297
Coleman	298	Hemphill	298	Montague	298	Val Verde	292
Collin	294	Henderson	295	Montgomery	299	Van Zandt	295
Collingsworth	298	Hidalgo	51	Moore	298	Victoria	296
Colorado	300	Hill	295	Morris	295	Walker	295
Comal	291	Hockley	298	Motley	298	Waller	299
Comanche	298	Hood	295	Nacogdoches	295	Ward	298
Concho	298	Hopkins	295	Navarro	295	Washington	295
Cooke	298	Houston	295	Newton	295	Webb	51
Coryell	291	Howard	298	Nolan	298	Wharton	300
Cottle	298	Hudspeth	292	Nueces	296	Wheeler	298
Crane	298	Hunt	294	Ochiltree	298	Wichita	46
Crockett	292	Hutchinson	298	Oldham	298	Wilbarger	298
Crosby	46	Irion	46	Orange	299	Willacy	297
Culberson	292	Jack	295	Palo Pinto	295	Williamson	291
Dallam	298	Jackson	300	Panola	295	Wilson	291
Dallas	294	Jasper	295	Parker	294	Winkler	298
Dawson	298	Jeff Davis	292	Parmer	298	Wise	294
Deaf Smith	298	Jefferson	299	Pecos	292	Wood	295
Delta	294	Jim Hogg	297	Polk	295	Yoakum	298
Denton	294	Jim Wells	300	Potter	46	Young	298
DeWitt	300	Johnson	294	Presidio	292	Zapata	297
Dickens	298	Jones	46	Rains	295	Zavala	297
Dimmit	297			Randall	46		

09/19/2025

SECTION 7
PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of _____, and State of _____, as principal, and

_____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Hays County (County), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the _____day of _____, 20_____(the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
PRINCIPAL	SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
NAME & TITLE	NAME & TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
(_____) _____	(_____) _____
PHONE NUMBER	PHONE NUMBER

The name and address of the Resident Agency of Surety is:

_____

_____

(_____) _____	_____
PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

****

I,_____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

SECTION 8
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of _____, and State of _____, as Principal (hereinafter referred to as the "Principal"), and

_____
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hays County, (hereinafter referred to as the "County"), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the _____ day of _____, 20_____, to _____

_____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
PRINCIPAL	SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
NAME & TITLE	NAME & TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
(_____) _____	(_____) _____
PHONE NUMBER	PHONE NUMBER

The name and address of the Resident Agency of Surety is:

_____

_____

(_____) _____	_____
PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

SECTION 9
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

TO: DATE:_____

_____ Project No.:_____
(COUNTY)

_____ Type of _____

_____ Project:_____
(ADDRESS)

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

TYPE OF INSURANCE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY	
Workmen's Compensation					
				1 Person	$
Public Liability				1 Accident	$
Contingent				1 Person	$
Liability				1 Accident	$
Property Damage					
Builder's Risk					
Automobile					
Other					

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Descriptions of Operations Covered:_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____
(Name of Insurer)

By:_____

Phone No. (___) _____ Title:_____

SECTION 10
GENERAL CONDITIONS

General Conditions

THE CONTRACT GENERAL CONDITIONS SHALL BE AS SET FORTH IN THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION SEPTEMBER 1, 2024, INCLUSIVE OF ITEMS 1L-9L GENERAL REQUIRMENTS AND COVENANTS, AND APPLICABLE SPECIAL PROVISIONS (SEE SECTION 13 TECHNICAL SPECIFICATIONS).
https://www.txdot.gov/content/dam/docs/specifications/2024/spec-book-0924.pdf

SECTION 11
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SPECIAL CONDITIONS

I. County

Hays County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department	County Engineer
Hays County	Hays County
712 South Stagecoach Trl, Ste 1012	2171 Yarrington Road
San Marcos, TX 78666	Kyle, TX 78640

II. Program Manager

HNTB Corporation is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

III. General Engineering Consultant (GEC)

HNTB Corporation is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

IV. The Construction Inspector

_____ is the "Construction Inspector" referred to herein and in the Contract Documents. The Construction Inspector will be responsible for performing construction engineering and inspection services on the Project.

V. Engineer of Record

FREESE AND NICHOLS, INC. is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the " Engineer of Record" in Article 2 of the "Standard Form of Contract" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

VI. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor

and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	$1,000,000
Operations Aggregate	$1,000,000
Personal and Advertising Injury	$600,000
Each Occurrence	$600,000
Fire Damage (any one fire)	$50,000
Medical Expense (any one person)	$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance

coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the County, the Program Manager/GEC, the County's Representatives, the Construction Inspector and the Engineer of Record as an additional insured to all applicable coverage;
(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
(3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
(4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
(5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
(6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor agrees to the following:
(1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
(2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

(3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and

(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

VII. Record ("As-Built") Drawings

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Inspector one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

VIII. Limit of Financial Resources

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and

Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Inspector.

X. State Sales Tax

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

> The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of the Contract, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Provision 000-018L per working day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **30** calendar days. This separate time period shall be for completion of the Punch List, as set forth in Special Provision 005-HC01L Control of the Work of the Contract, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth in Special Provision 008-HC01L under Article 7, Default of Contract. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor’s expense.

The Contractor shall coordinate with design engineer to identify all necessary elements for station development as well as identify the trees, shrubs, and grass areas designated to remain within the construction limits to prevent damage to these items.

XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

XIV. Maintenance Bond Term & Amount - OMITTED

No Maintenance Bond is required.

XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

(a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
(b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.
(c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.
(d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the

Project construction. Upon completion of construction and before the Construction Inspector issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Inspector shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Inspector a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

The Contractor shall coordinate with other contractors working in the area.

XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Inspector.

The Construction Inspector shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

XXII. Roadway Signs

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

XXIII. Project Signs

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Hays County Road Bond Program with the Hays County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Hays County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". Proofs of sign shall be submitted to the Inspector for approval prior to fabrication.

XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

XXV. Landscape Restoration

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

XXVI. Existing Fencing

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

XXVII. Easements

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

XXVIII. Limits of Contractor's Operation

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

XXIX. Maintenance of Pedestrian Walkways

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

XXX. Spoil

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Inspector. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

XXXI. Materials Testing

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Inspector in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A. The cost of such tests will be incurred by the County and coordinated by the Construction Inspector through funds made available to the Construction Inspector under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Inspector shall furnish for review by the GEC, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization

necessary to produce an end product which complies with the contract documents. The Inspector will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of inspection staffing, materials handling and construction procedures, calibration and maintenance of equipment, production process control, and testing deemed necessary to assure quality as specified by the Contract Documents.

XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

XXXIII. Weight Tickets

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Inspector, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be $27.00 per square inch.

Shrubs and Grass Areas: An initial fine of $1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This

disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of $8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Inspector shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

(1) Compaction of root area by equipment, vehicles or material storage;
(2) Trunk damage by moving equipment material storage, nailing or bolting;
(3) Strangling by tying ropes or guy wires to trunks or large branches;
(4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
(5) Cutting of roots by excavating or ditching;
(6) Damage of branches by improper pruning;
(7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
(8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
(9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

(1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
(2) Pruning will be performed by County.

XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

(1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all

milestones;
(2) Assure coordination of the efforts of the Contractor, County, Program Manager/GEC, Construction Inspector, utilities and others that may be involved in the Project;
(3) Assist the Contractor, County, Program Manager/GEC and Construction Inspector in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
(4) Assist the County, Program Manager/GEC and Construction Inspector in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

(1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Inspector or Program Manager/GEC.

(2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager/GEC, or Construction Inspector; concise description of the Work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager/GEC or Construction Inspector. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type.

This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

"Total float" is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project's completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule in a method approved by the Construction Inspector.

The schedule shall encompass the time from the start of the Contract Time to the Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

(3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Inspector or County

authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

(4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Inspector or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:

a) Electronic copy of the updated schedule including revisions and changes in a method approved by the Construction Inspector.
b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.

(5) Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the County or Construction Inspector in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Inspector.

Major changes are hereby defined as those that may affect compliance with the

requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

(6) Time Impact Analysis. The Contractor shall notify the County or Construction Inspector when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Inspector by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Inspector a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule

prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Inspector the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Inspector may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Inspector or Program Manager/GEC shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

XXXVIII. Work Near Railroads

(A) General.

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company

before crossing the tracks. Execute the “Agreement for Contractor’s Temporary Crossing” if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor’s expense.

SECTION 12
GENERAL NOTES

GENERAL NOTES: Version: August 18, 2025

Item	Description	**Rate
**204	**Sprinkling** (Dust) (Item 132) (Item 247)	 30 GAL/CY 30 GAL/CY 30 GAL/CY
247	**Flexible Base (CMP IN PLC)**	132 LB/CF
310	**Prime Coat**	0.20 GAL/SY
341, 344	**Dense-Graded Hot-Mix Asphalt and Superpave**	110 LB/SY/IN
	Tack Coat	0.08 GAL/SY

** For Informational Purposes Only

The following standard detail sheet or sheets have been modified:

Modified Standards

N/A

GENERAL

Contractor questions and requests for documents on this project are to be addressed to the following individual(s):
Hays County Purchasing Department purchasing@hayscountytx.gov

Bid information, including plans, specifications and bidding documents for pre-qualified bidders and interested non-bidders may be secured from the websites:

City of San Marcos E-Procurement: https://sanmarcostx.gov/bids.aspx
BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty
Texas Comptroller: http://www.txsmartbuy.com/

All contractor questions will be reviewed by the County and its representatives. Once a response is developed, it will be posted to websites above.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Keep the roadway free of debris and sediment caused by construction activities. Dispose of all material in accordance with federal, state, and local regulations. This work is subsidiary.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

ITEM 5 – CONTROL OF THE WORK

Place construction stakes at intervals of no more than 100 ft. This work is subsidiary.

Precast Alternate Proposals.
When a precast or cast-in-place concrete element is included in the plans, a precast concrete alternate may be submitted in accordance with "Standard Operating Procedure for Alternate Precast Proposal Submission" found online at https://ftp.txdot.gov/pub/txdot-info/brg/design/alternate-precast-proposal-submission.pdf. Acceptance or denial of an alternate is at the sole discretion of the County and its representatives. Impacts to the project schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

Thermoplastic Pipe Alternate Proposals
When a reinforced concrete or corrugated metal pipe is included in the plans, a thermoplastic polypropylene pipe alternate may be submitted in a 2-phase process. Acceptance or denial of an alternate is at the sole discretion of the County and its representatives. Impacts to the project

schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

Phase 1 submit an official request to the County and its representatives with a summary of proposed locations, max depth of placement for each location, cover depth, and pipe diameters. County and its representatives' goal is to review and respond within 10 days. Phase 1 approval does not guarantee Phase 2 approval.

Phase 2 submit the following documents with all documents signed and sealed by a licensed Engineer in the state of Texas. 1-Provide a redline or revised set of drainage plans reflecting the revised locations. 2-Provide certification that the use of the alternate pipe and proposed bedding are adequate for the proposed application, depth, etc. 3-Provide a completed thermoplastic pipe installation drawing using the following,

https://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/bridge-e.htm

For all uses of thermoplastic pipe as an alternate, furnish, install, and inspect the thermoplastic pipe in accordance with Item 468 or latest thermoplastic pipe special specification at time of letting. Minimum values, such as cover depth, required by the specification, installation drawing, etc. will not be waived. Use granular backfill unless flowable fill or CSB is required by the alternate design. Backfill locations shown in the bid plans using flowable fill or CSB must use the backfill per the bid plans.

Electronic Shop Drawing Submittals.
Submit electronic shop drawing submittals according to the current Guide to Electronic Shop Drawing Submittal to the County and its representatives for processing. Contractor to adhere to the standard operating procedures for Shop Drawing Submittals described in the following website from TxDOT.gov.

https://www.txdot.gov/business/resources/highway/bridge/shop-drawing-submittal-cycle.html

(TxDOT.gov Business > Project development resources > Highway improvement project resources > Bridge design, construction, maintenance, inspection, and management > Shop drawing submittal cycle). Pre-approved producers can be found online at TxDOT.gov Business > Project development resources > Materials - Material Producer List.

Utilities.
Contractor shall notify all utility companies prior to construction determine the location of existing utilities. Prior to commencing excavation activities, the contractor will contact Texas 811.

The existence and location of underground utilities indicated on the plans are taken from available records and are not guaranteed but shall be investigated and verified by the contractor before starting work. The contractor shall be held responsible for any damage to and for the maintenance and protection of the existing utilities even if they are not shown in the plans. Location and depth of existing utilities shown here are approximate only. Actual locations and depths must be verified

by the contractor prior to construction, and the contractor shall be responsible for protection of utilities during construction.

Alignment and Profile.
Unless shown in the plans, profile and alignment data for roadways being overlaid or widened are for design verification only. Provide survey and construct the roadway in accordance with the typical section. Bid items and data may be provided to adjust cross slope and super elevations.

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

The Buy America Material Classification Sheet for clarification on material categorization is located at the following link: https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html

Storage of Material Near Structures
Do not store equipment or flammable material within 100 ft. of bridges, culverts, or near their openings (portals). Flammable materials include all material that is not metal or aluminum.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Roadway closures during key dates, significant traffic generators, and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits. Staging shall be limited to existing and proposed ROW and only within the area already determined to be disturbed.

Use caution near PEC pole and utility down guys. When working within 2' of pole or anchors, please contact PEC representative, Allen Kristof, at (800) 868-4791, Ext. 7580 to coordinate any protect in place measures.

When any abandoned well is encountered, cease construction operations in this area and notify the County and its representatives who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed

until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

PSL in Edwards Aquifer Recharge and Contributing Zone.
Obtain written approval from the County and its representatives for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL. The County and its representatives will coordinate with the necessary agencies. Approval of the PSL is not guaranteed. Un approved PSL is not a compensable impact.

Work within a USACE Jurisdictional Area.
Do not initiate activities within a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Obtain written approval from the County and its representatives for activities not specifically addressed in the plans. Provide a signed sketch and description of the location 60 business days prior to begin work at the location. Complete and return any forms provided by County and its representatives. Approval of the work is not guaranteed. Un approved work is not a compensable impact.

Prior to begin construction, install construction fence, silt fence, rock filter dam, or other temporary barrier from ROW to ROW at a distance 25 feet from the OHWL. This barrier is used to deter construction equipment and personnel from accessing the waterway. Use items that exist in the plans to create the barrier. If items do not exist, payment will be paid using force account in accordance with Item 9.7, “Payment for Extra Work and Force Account Method.” Sections of the barrier may be removed and replaced to access the work shown on the plans. Upon completion of the work located within the barrier, the barrier must be restored ROW to ROW and remain until the project is complete.

Birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to the County and its representatives 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the County and its representatives to determine how to proceed.

Tree and Brush Trimming and Removal.

Work will be conducted September 16 thru February 28. Work conducted outside this timeframe will require a bird survey. Submit a survey request to the County and its representatives 30 business days prior to begin work.

If within the removal time period, removal work may be conducted during delayed start period using proper traffic control per TCP standards.

Upon begin removal operations, all removal work for the project must be completed within 21 calendar days. Completion of removal includes removing from ROW or mulching of all debris.

No extension of time or compensation will be granted for a delay or suspension due to the above bird, bat, and tree/brush requirements.

Law Enforcement Personnel.
Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.
No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of $85 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case-by-case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the County and its representatives or pre-determined by official policy of the officer's governing authority.

Illumination Exterior/Outdoor assemblies for PSL and Field Office
Illumination must use County approved roadway illumination assemblies or a light with a IESNA TM-15-11 BUG rating with an up light value of U0.

Back Up Alarm.
For hours 9 PM to 5 AM, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hotmix or seal coat operations. This is subsidiary.

ITEM 8 – PROSECUTION AND PROGRESS

The sequence of work shown on the plans demonstrates a volume of work available in each phase of construction that will ensure the Contractor is not impacted by the unclear ROW, railroad, and utilities. Work in concurrent phases or a deviation from the sequence of work shown on the plans must be approved by the County and its representatives.

A CPM schedule in Primavera format and a PSSR is required. Use software fully compatible with Primavera P6. Provide schedule in pdf and format native to Primavera P6 program.

ITEM 100 - PREPARING RIGHT OF WAY

Prep ROW must not begin until accessible trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed in accessible areas.

Backfill material will be Type B Embankment using ordinary compaction.

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush.

Unless shown otherwise in the plans or a designated non-mow area, perform trimming or removal for areas within 30 ft. of edge of pavement under construction. Trim or remove to provide minimum of 5 ft. of horizontal clearance and 7 ft. of vertical clearance for the following: sidewalks, paths, guard fence, rails, signs, object markers, and structures. Trim to provide a minimum of 14 ft. vertical clearance under all trees. This work is subsidiary.

ITEM 105 – REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT

Existing typical is based on information available. This typical may not account for all maintenance work such as overlays or pavement repairs. A change in material type or thickness does not warrant additional payment. Payment is full compensation for removing all material to the depth specified.

ITEM 110 – EXCAVATION

The County and its representatives will define unsuitable material.

ITEM 132 – ALL EMBANKMENT

The County and its representatives will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4.,

"Compaction Methods." The material will not be placed vertically within 5 ft. of the finished subgrade elevation.

Embankment placed vertically within 5 ft. of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium-based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

ITEM 160 - TOPSOIL
Off-site topsoil will have a minimum PI of 25.

No Sandy Loam allowed.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

Construct topsoil stockpiles of no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way, as directed.

Seed or track slopes within 14 days of placement.

Salvage topsoil from sites of excavation and embankment. Maximum salvage depth is 6 inches.

Windrowing of topsoil obtained from the Right of Way (ROW) is not allowed.

ITEM 164 – SEEDING FOR EROSION CONTROL
Hydro mulch seeding will be allowed as a substitute for drill seeding if placed October 1 thru January 31. It may only be substituted in areas with a slope less than 1 in. vertical to 12 in. horizontal. It may not be used in the bottom of a ditch or channel. Payment will be made using the existing drill seed item.

ITEM 168 – VEGETATIVE WATERING
Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the County and its representatives, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 169 – SOIL RETENTION BLANKETS
Type A blankets containing straw fibers are not allowed. Type B and D blankets shall be a spray type blanket.

ITEM 247 - FLEXIBLE BASE
The layer thickness will be 4 in. to 6 in. unless shown on the plans. Placing in a single layer is allowed when total thickness of base is 8 in. or less. When placed in multiple layers, compact the bottom and middle layers to at least 95% and 98% of the maximum dry density, respectively. When placed in a single layer or the final layer, compact to at least 100%.

Correction of subgrade soft spots is subsidiary.

Complete per plans the subgrade, ditches, slopes, and drainage structures prior to the placement of base.

Do not use a vibratory roller to compact base placed directly on top of a drainage structure.

Grade 4 will have the same material requirements as Grade 5 except minimum compressive strength at lateral pressure 3 psi will be 70 psi and at lateral pressure 15 psi will be 150 psi. Grade 4 does not have a minimum compressive strength at lateral pressure 0 psi.

ITEM 300s – SURFACE COURSES AND PAVEMENTS
For seal coat applications: Asphalt cements, cutback, performance-graded asphalt season is May 1 thru September 15. Emulsified asphalt season is April 1 thru October 15.

The latest work start date for asphalt season is August 1 when a date is required per special provision to Item 8.1.

ITEM 310 – PRIME COAT
Apply blotter material to all driveways and intersections. This work is subsidiary.

When Multi Option is allowed, provide MC 30, EC 30 or AE-P.

Rolling to ensure penetration is required.

ITEMS 341 THRU 348 - HOT-MIX ASPHALT PAVEMENT

Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Remove and dispose of off the ROW the audible/profile markings, reflectorized markings, and raised markers.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.
Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar.
Provide a minimum transition of 10-ft for intersections, 10-ft for commercial driveways, and 6-ft for residential driveways unless otherwise shown on the plans.

Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire sublot if the irregularities are greater than 40% of the sublot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm except for SMA with HPG or PG 76.

ITEMS 341 - DENSE-GRADED HOT-MIX ASPHALT

Design all Type D mixtures as a surface mix, maximum 15% RAP, and without RAS.

For all mix types, contractor may not use a substitute PG binder for 76-22. When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The County and its representatives may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

ITEM 432 - RIPRAP
Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans.

ITEM 467 - SAFETY END TREATMENT
Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.

For all Type II SETs, provide riprap apron shown in the cast-in-place standards and precast riprap detail standard. This work is subsidiary.
Cast-in-place or precast will be allowed unless stated otherwise.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1 (Mobile Operations)

Roadway	Allowable Sun Night thru Fri Noon	Allowable Sat thru Sun Morn
Outside Austin City Limits	9 A to 3 P and 7 P to 7 A	6 P to 11 A

Cover, relocate, or remove existing small, large, and overhead signs that conflict with traffic control. Cover large and overhead signs to remain using latest standard TS-CD. This work is subsidiary.

Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

The Contractor Force Account “Safety Contingency” that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the County and its representatives and the Contractor’s Responsible Person based on weekly or more frequent traffic management reviews

on the project. The County and its representatives may choose to use existing bid items if it does not slow the implementation of enhancement.

ITEM 503 – PORTABLE CHANGEABLE MESSAGE SIGN
Place PCMS 10 calendar days prior to begin work stating "Road Work Begin Soon, Contact 832-7000 For Info".

ITEM 505 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR
The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.
TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS
Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Erosion control measures must be initiated immediately in areas where construction activities have ceased and will not resume for a period exceeding 14 calendar days. Vertical track all exposed soil, stockpiles, and slopes. Re-track after each rain event or every 14 days, whichever occurs first. Sheep foot roller is allowed for vertical tracking. This work is subsidiary.

Unless a specific pay item is provided in the plans, the installation of the 6:1 or flatter for RFD side slopes in the safety zone will be subsidiary to pertinent bid items.

Cover small waste containers (100 gallons or less) at all times. This work is subsidiary. Large waste containers (more than 100 gallons) must have a secondary discharge containment system around the container using erosion control logs. Installation of the log for each container location will be paid using existing bid items. Repair, remove, or replace of the log will not be paid. Revisions, repairs, remove or replace of the log during exchange of empty/full containers at the same location will not be paid.

Portable restrooms must be located more than 50 ft. from a waterway. Tie or stake down portable restrooms to prevent tipping due to vandalism or weather. This work is subsidiary.

Provide a designated location for disposal when excess and waste, including waste generated from cleaning of all equipment used for mixing, hauling, and transfer concrete is disposed in the ROW or PSL. Manufactured disposal containers must be metal or a plastic material with minimum 10 mil thickness. Paper, earthen berms, or pits must be lined with minimum 10 mill thickness polyethylene sheeting. Disposal locations must be located a minimum of 50 ft. from a waterway, tree, or sensitive feature. The disposal location must have a minimum height of 6 in. Maintain a

minimum 4 in. of freeboard at all times. Disposal locations are not required for cleaning of small hand tools. Hardened concrete waste may be used as embankment if placed in accordance with Item 132.

Dust Control
Stockpiles that will be inactive for greater than 14 days must be treated to contain dust by covering with chemical dust suppressant, soil blanket, vertical tracking, or method other than sprinkling with water. Stockpiles that are actively being used must be treated to contain dust by vertical tracking or a method determined by the Contractor. This work is subsidiary.

Provide designated construction traffic routes when feasible. Construction site traffic must be directed to use designated routes.

ITEMS 528, 529, 530, 531, & 536 – MISCELLANEOUS CONSTRUCTION
Reinforcement will be in accordance with Section 432.3.1 unless shown on the plans. Fiber reinforcement is not allowed. GFRP is allowed reinforcement for all applications. Class A and B Concrete are allowed to use Coarse Aggregate Grades 1-8.

Unless shown on the plans, all concrete will be 5 in. thick and have 2 in. sand, base, or RAP bedding. Furnish base meeting the requirement for any type or grade in accordance with Item 247. Compressive strengths for flexible base are waived. RAP must be 100% passing a 1 in. sieve. Bedding and flexible base must be placed using ordinary compaction.

Expansion joints will be placed every 40 ft. Expansion joints must be 1 in. wide asphalt board and flush with the surface. The bottom of the asphalt board will be at half the depth of the concrete. The reinforcement will be continuous thru the expansion joint.

If roots are encountered verify with the County and its representatives before accommodating or removing 2 in. diameter or larger roots. Root removal must be in accordance with Section 752.4.2. Roots may remain in the bedding or base. For improvements within 6 in. of a root, the concrete thickness may be reduced by 1 in. and the bedding increased by 1 in. to minimize impacts to the roots. Adjust bedding and surface profile to provide a 1 in. bedding cushion around the roots. The surface profile may be adjusted to the extent allowed by ADA. This work is subsidiary.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
Notify property owners at least 48 hr. before beginning work on their driveway. Use a means and methods to construct the driveway while maintaining access to the property at all times. Full closure of a driveway is allowed for reconstruction if duration and alternate access are approved by the County and its representatives. Install and maintain material across a work zone as temporary access. This work is subsidiary.

Unless otherwise shown on the plans, use the AUS District Driveway and Mailbox Turnout standard found at www.txdot.gov/about/districts/austin-district/district-standards.html.

ITEMS 600s & 6000s – ITS, TOLLING, LIGHTING, SIGNING, MARKINGS, AND SIGNALS

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES

Triangular slip base must be the clamp style to secure the post to the slip base. Set screw style slip base will not be allowed.

ITEM 662 - WORK ZONE PAVEMENT MARKINGS

Notify the County at least 24 hours in advance of work for this item.

Broken line markings must use solid line markings in lane shifts.

Maintain removable and short-term markings daily. Remove within 48 hours after permanent striping has been completed.

Item 668 is not allowed for use as Item 662.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the County and its representatives at least 24 hr. before beginning work.

All projects, including resurfacing, must increase center-to-center width for center line markings to 18 in. unless the plans or existing is greater than 18 in.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

When using black shadow to cover existing stripe apply a non-retroreflective angular abrasive bead drop. The marking color shall be adjusted to resemble the pavement color. If Item 677 is not used prior to placement of black shadow, scrape the top of the marking with a blade or large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

ITEM 752 – TREE AND BRUSH REMOVAL

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush even if Item 752 is not included as a pay item.

Flailing equipment is not allowed. Burning brush is not allowed in urban areas or on ROW. Use hand methods or other means of removal if doing work by mechanical methods is impractical.

Prior to begin tree pruning, send email confirmation to the County and its representatives that training and demonstration of work methods has been provided to the employees. This work is subsidiary.

Shredded vegetation may be blended, at a rate not to exceed 15 percent by volume, with Item 160 if the maximum dimension is not greater than 2 in.

SECTION 13
TECHNICAL SPECIFICATIONS

HAYS COUNTY /
TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION SEPTEMBER 1, 2024. STANDARD SPECIFICATIONS ITEMS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1L – 9L	GENERAL REQUIREMENTS AND COVENANTS
ITEM 100	PREPARING RIGHT OF WAY (103)(752)
ITEM 104	REMOVING CONCRETE
ITEM 105	REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
ITEM 106	OBLITERATING ABANDONED ROAD
ITEM 110	EXCAVATION (132)
ITEM 132	EMBANKMENT (100)(110)(160)(204)(210)(216)(400)
ITEM 160	TOPSOIL (168)
ITEM 164	SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKETS
ITEM 247	FLEXIBLE BASE (105)(204)(210)(216)(520)
ITEM 310	PRIME COAT (300)(316)
ITEM 341	DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320)(520)(585)
ITEM 432	RIPRAP (247)(420)(421)(431)(440)
ITEM 464	REINFORCED CONCRETE PIPE (400)(402)(403)(467)(476)
ITEM 467	SAFETY END TREATMENT (400)(420)(421)(432)(440)(442)(445)(460)(464)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING (503)(505)(510)
ITEM 503	PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505	TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 510	ONE-WAY TRAFFIC CONTROL
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360)(420)(421)(440)
ITEM 530	INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (247)(260)(275)(276)(292)(316)(330)(334)(341)(360)(421)(440)(445)(492)
ITEM 552	WIRE FENCE (445)(492)
ITEM 636	SIGNS
ITEM 662	WORK ZONE PAVEMENT MARKINGS (666)(668)(672)(677)
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS (316)(502)(662)(677)(678)
ITEM 672	RAISED PAVEMENT MARKERS (677)(678)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION 000	000-001L	NONDISCRIMINATION
SPECIAL PROVISION 000	000-002L	CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT
SPECIAL PROVISION 000	000-007L	CARGO PREFERENCE ACT REQUIREMENTS IN FEDERAL AID CONTRACTS
SPECIAL PROVISION 000	000-018L	SCHEDULE OF LIQUIDATED DAMAGES
SPECIAL PROVISION TO ITEM 001	001-HC01L	ABBREVIATIONS AND DEFINITIONS
SPECIAL PROVISION TO ITEM 002	002-003L	INSTRUCTIONS TO BIDDERS
SPECIAL PROVISION TO ITEM 002	002-HC01L	INSTRUCTIONS TO BIDDERS
SPECIAL PROVISION TO ITEM 003	003-006L	AWARD AND EXECUTION OF CONTRACT
SPECIAL PROVISION TO ITEM 003	003-HC01L	AWARD AND EXECUTION OF CONTRACT
SPECIAL PROVISION TO ITEM 004	004-HC01L	SCOPE OF WORK
SPECIAL PROVISION TO ITEM 005	005-HC01L	CONTROL OF THE WORK
SPECIAL PROVISION TO ITEM 006	006-009L	CONTROL OF MATERIALS
SPECIAL PROVISION TO ITEM 007	007-HC01L	LEGAL RELATIONS AND RESPONSIBILITIES
SPECIAL PROVISION TO ITEM 008	008-HC01L	PROSECUTION AND PROGRESS
SPECIAL PROVISION TO ITEM 009	009-HC01L	MEASUREMENT AND PAYMENT
SPECIAL PROVISION TO ITEM 292	292-001	ASPHALT TREATMENT (PLANT-MIXED)
SPECIAL PROVISION TO ITEM 300	300-003	ASPHALTS, OILS, AND EMULSIONS
SPECIAL PROVISION TO ITEM 506	506-001L	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
SPECIAL PROVISION TO ITEM 672	672-001	RAISED PAVEMENT MARKERS

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Item 1L
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMPP	Association for Materials Protection and Performance
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Materials Specification
EIA	Electronic Industries Alliance
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPCA	National Precast Concrete Association
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
OSHA	Occupational Safety and Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. **Abrasive Blasting**. Spraying blasts of pressurized air combined with abrasive media.

3.2. **Actual Cost**. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. **Addendum**. Change in proposal forms developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.

3.5. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.6. **Affiliates**. Two or more Bidders are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one Bidder serves in a similar capacity in another of the Bidders; an individual who has an interest in, or controls a part of, one Bidder either directly or indirectly also has an interest in, or controls a part of, another of the Bidders; the Bidders are so closely connected or associated that one of the Bidders, either directly or indirectly, controls or has the power to control another Bidder; one Bidder controls or has the power to control another Bidder; or the Bidders are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.7. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.8. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.9. **Anticipated Profit**. Profit for work not performed.

3.10. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.11. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in conformance with State law, exercising overall responsibility for the design or a significant portion of the design and performing certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.12. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.13. **Available Bidding Capacity**. Not applicable to Locally Let projects.

3.14. **Award**. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. **Bid**. The offer from the Bidder for performing the work described in the proposal.

3.16. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.17. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the proposal.

3.18. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.19. **Bidders Questionnaire**. A prequalification form that reflects detailed equipment and experience data but waives audited financial data.

3.20. **Bidding Capacity**. Not applicable to Locally Let projects.

3.21. **Blast Cleaning**. Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water -injected abrasive blasting, and brush blasting.

3.22. **Bridge**. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) with a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.23. **Brush Blasting**. Sweeping lightly with an abrasive blast to remove loose material.

3.24. **Building Contract**. Not applicable to Locally Let projects.

3.25. **Callout Work**. Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").

3.26. **Certificate of Insurance**. A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. **Change Order**. Written order to the Contractor detailing changes to the specified work, item quantities, or any other modification to the Contract.

3.28. **Commission**. The Texas Transportation Commission or authorized representative.

3.29. **Concrete Construction Joint**. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.30. **Concrete Repair Manual**. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.31. **ConcreteWorks©**. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.32. **Confidential Questionnaire**. A prequalification form that reflects detailed financial and experience data.

3.33. **Construction Contract**. A Contract entered under state law for the construction, reconstruction, repair, or maintenance of a segment of the Owner's or State transportation highway system.

3.34. **Consultant**. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.35. **Contract**. The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.36. **Contract Documents**. Elements of the Contract including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.

3.37. **Contract Time**. The number of working days specified for completion of the work, including authorized additional working days.

3.38. **Contractor**. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.39. **Control of Access**. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.40. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.41. **Controlled Access Highway**. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.42. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.43. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.22., "Bridge.")

3.44. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.45. **Daily Road-User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.46. **Debar (Debarment)**. Disqualification of an entity from bidding on or entering into a Contract with the Owner, from participating as a subcontractor under a Contract with the Owner, and from participating as a supplier of materials or equipment to be used under a Contract with the Owner.

3.47. **Department**. The Texas Department of Transportation (TxDOT).

3.48. **Departmental Materials Specifications**. Reference specifications for various materials published by the Materials and Tests Division.

3.49. **Detour**. A temporary traffic route around a closed portion of a road.

3.50. **Direct Traffic Culvert**. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.51. **Disadvantaged Business Enterprise**. A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.52. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.53. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.54. **Electronic Vault**. The Owner's bidding system where electronic bids are stored before bid opening.

3.55. **Engineer**. The Chief Engineer of the Owner or the authorized representative of the Chief Engineer.

3.56. **Equipment Watch**. Publication containing equipment rental rates.

3.57. **Escalation Ladder**. A process to determine issue resolution during the course of the Contract.

3.58. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.59. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, stepparent, stepparent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's

spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.60. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.61. **Freeway**. An expressway with full control of access.

3.62. **Frontage Road**. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.63. **Hazardous Materials or Waste**. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.64. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.65. **Highway, Street, or Road**. General terms denoting a public way for purposes of and related to vehicular, pedestrian, and bicycle travel, including the entire area within the right of way including Intersections and Easements; all related structures, improvements, and appurtenances, including but not limited to the roadside and roadside facilities, drainage systems, signal systems, and other traffic in formation and control systems; or other structures or improvements that directly or indirectly serve public travel. Recommended usage in urban areas is highway or street, and in rural areas, highway or road.

3.66. **Historically Underutilized Business (HUB)**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.67. **In Writing**. Communication memorialized, including written or electronic documentation by email or letter only.

3.68. **Incentive and Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.69. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner and are not used for acceptance purposes.

3.70. **Inspector**. The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.

3.71. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.72. **Intersection**. The general area where two or more highways, streets, or roads join or cross, including the roadway and roadside facilities for vehicular, pedestrian, and bicycle traffic movements within it.

3.73. **Island**. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.74. **Joint Venture**. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.

3.75. **Lane Rental**. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.76. **Letting**. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.77. **Letting Official**. The employee empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.78. **Licensed Professional Engineer**. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.79. **Limits of Construction**. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.80. **Local Street or Road**. A street or road primarily for access to residence, business, or other abutting property.

3.81. **Low-Pressure Water Blasting**. Water blasting with pressures between 3,000 and 5,000 psi.

3.82. **Major Item**. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.83. **Material Producer List**. TxDOT-maintained list of approved products, materials, laboratories, service providers, manufacturers, and producers.

3.84. **Materially Unbalanced Bid**. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.85. **Materials Contract**. Not applicable to Locally Let projects.

3.86. **Materials Supplier's Questionnaire**. A prequalification form that reflects basic information, such as company contact, signature authority, and other requirements, but waives financial, equipment, and experience data.

3.87. **Mathematically Unbalanced Bid**. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.

3.88. **Median**. The portion of a divided highway separating the traffic lanes in opposite directions.

3.89. **Milestone Date**. The date that a specific portion of the work is to be completed before the completion date for all work under the Contract.

3.90. **Monolithic Concrete Placement**. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.91. **National Holidays**. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 24, and December 25.

3.92. **Nonhazardous Recyclable Material**. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.93. **Nonresident Bidder**. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.94. **Nonresponsive Proposal**. A proposal that does not meet the criteria for acceptance contained in the proposal form.

3.95. **Non-Site-Specific Contracts**. Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.

3.96. **Notification**. Either written or oral instruction to the Contractor. Voice mail is oral notification.

3.97. **Pavement**. That part of the roadway with a constructed surface for the use of vehicular traffic.

3.98. **Pavement Structure**. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.98.1. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.98.2. **Subgrade**. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.98.3. **Subgrade Treatment**. Modifying or stabilizing material in the subgrade.

3.98.4. **Surface Course**. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.99. **Payment Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.100. **Performance Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.101. **Plans**. The drawings approved by the Engineer, including true reproductions of the drawings that may show the location, character, dimensions, and details of the work and are a part of the Contract. Documents may include drawings or digital files.

3.102. **Power of Attorney for Surety Bonds**. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.103. **Prequalification**. The process for determining a Contractor's eligibility to bid work.

3.104. **Prequalification Statement**. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.105. **Project-Specific Location**. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.106. **Proposal**. The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and specifications.

3.107. **Proposal Form**. The form printed and sent to the Bidder by the Owner or printed by the Bidder from the Owner's bidding system.

3.108. **Proposal Guaranty**. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.109. **Quality Assurance (QA)**. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.110. **Quality Control (QC)**. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.111. **Ramp**. A section of highway for the primary purpose of making connections with other highways.

3.112. **Recurring Maintenance Work Contracts**. Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing Contracts for which mowing cycles are requested on multiple occasions).

3.113. **Referee Tests**. Tests requested to resolve differences between Contractor and Engineer test results.

3.114. **Regular Item**. A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.

3.115. **Rental Rate Blue Book for Construction Equipment**. Publication containing equipment rental rates.

3.116. **Repair**. Performed under Transportation Code §223, Subchapter A for Highway Improvement Contracts and includes restoration of a Highway, Street, or Road by replacing or putting together, in whole or in part, what is torn, broken, or otherwise damaged. Repair denotes the process of restoring all or part of a Highway, Street, or Road that has been subjected to decay, waste, injury, partial destruction, erosion, dilapidation, degradation, etc.

3.117. **Replacement Alternate**. A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.

3.118. **Responsive Bid**. A proposal that meets all requirements of the proposal form for acceptance.

3.119. **Right of Way**. A general term denoting land or property devoted to transportation purposes.

3.120. **Roadbed**. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have two roadbeds. Highways with a flush median are considered to have one roadbed. Frontage roads are considered separate roadbeds.

3.121. **Road Master**. A railroad maintenance official in charge of a division of railway.

3.122. **Roadside**. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.123. **Roadway**. The portion of the highway (including shoulders) used by the traveling public.

3.124. **Routine Maintenance Contract**. Not applicable to Locally Let projects.

3.125. **Sandblasting, Dry**. Spraying blasts of pressurized air combined with sand.

3.126. **Sandblasting, Wet**. Spraying blasts of pressurized water combined with sand.

3.127. **Shot Blasting**. Spraying blasts of pressurized air combined with metal shot.

3.128. **Shoulder**. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.129. **Sidewalk**. Portion of the right of way constructed exclusively for pedestrian use.

3.130. **Slurry Blasting**. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.131. **Small Business Enterprise**. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive yr.

3.132. **Special Provisions**. Additions or revisions to these standard specifications or special specifications.

3.133. **Special Specifications**. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.134. **Specifications**. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications imply the latest standard or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."

3.135. **State**. The State of Texas.

3.136. **State Holiday**. A holiday authorized by the State Legislature excluding optional State holidays and not listed in Section 1.3.91., "National Holidays." A list of State holidays can be found on the TxDOT's website.

3.137. **Station**. A unit of measurement consisting of 100 horizontal ft.

3.138. **Subcontract**. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.139. **Subcontractor**. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, a truck owner-operator, a wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.140. **Subsidiary**. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.141. **Substantial Completion of Work**. The date (day) when all project work requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway; all pavement construction and surfacing are complete; and traffic control devices and pavement markings are in their final position, unless otherwise shown on the plans. The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

3.142. **Substructure**. The part of the structure below the bridge seats but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.143. **Superintendent**. The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor.

3.144. **Superstructure**. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.145. **Supplemental Agreement**. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Owner.

3.146. **Surety**. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.147. **Surplus Materials**. Any debris or material related to the Contract not incorporated into the work.

3.148. **Suspension**. Action taken by the Owner or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

3.149. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.150. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.151. **Truck Owner-Operator**. An individual who owns and operates one truck for hire.

3.152. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.153. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.154. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or stormwater that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.155. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.156. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.157. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.158. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive and air stream at the nozzle.

3.159. **Wholly Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.160. **Work**. The furnishing of all labor, materials, equipment, and incidentals necessary for the successful completion of the Contract.

3.161. **Work Order**. Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.

3.162. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last

known business address; sent by facsimile to the last known phone number; or sent by email to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Obtain a prequalification form from the Department's website. A Bidder must be prequalified by Confidential Questionnaire at the time of bid opening. Comply with all technical prequalification requirements in the proposal.

2.1. **Confidential Questionnaire (CQ)**. Submit a CQ and an audited financial statement for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the balance sheet statement date.

2.2. **Bidder's Questionnaire (BQ)**. Bidders prequalified with a BQ are only eligible to bid on projects identified as being waived from the requirements of Section 2L.2.1., "Confidential Questionnaire (CQ)." These projects are designated with a "W" on the Proposal Request Form. Submit a BQ for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the date the BQ was received by the Department.

3. ISSUING PROPOSAL FORMS

The Owner will issue a proposal form to a prequalified Bidder if the Engineer's estimate is within that Bidder's available bidding capacity. Request a proposal form electronically from the Owner's website. A proposal form printed directly from the Owner's website is for informational purposes only and will not be accepted as an official proposal form. In the case of a joint venture (JV), all JV participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Owner will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission or TxDOT,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated in the best interest of the State or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based,
- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7L.15., "Responsibility for Damage Claims,"
- the Bidder failed to attend a mandatory pre-bid conference,

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," is prohibited from rebidding that specific project, or
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed on the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the Owner's use in the preparation of the plans. This information is provided for the Bidder's information only, and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes on the proposal form given during the bidding process are not binding. Only requirements included on the proposal form, associated specifications, plans, and Owner-issued addenda are binding. Request explanations of documents in adequate time to allow the Owner to reply before the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by the Owner. Informational proposal forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- certifications were not acknowledged,
- a regular item or the additive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the proposal form submitted had the incorrect number of items,
- the Bidder did not acknowledge all addenda, or
- additionally, for printed bids:

- the blank spaces for each item as required on the bid form are not filled in by writing in words in ink,
- the bid was not signed in ink in the complete and correct name of the bidder making the bid, and signed by the person or persons authorized to bind the bidder, or
- unit prices were not stated in dollars and cents for each bid item listed on the bid form, except in the case of a regular bid item that has an alternate bid item.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,
- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates, the Bidder was not authorized to receive a proposal form under Article 2L.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," or
- the Bidder failed to participate in the DHS E-Verify system as specified in Article 2L.15., "Department of Homeland Security (DHS) E-Verify System."
- The bidder is not prequalified by TxDOT

8. ELECTRONIC BID

The Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1. **Proposal Form**. Use the electronic proposal form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic proposal form does not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

For a JV, the bond must be in the name of all JV participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Owner vendor identification numbers of the Bidder or Bidders.

8.3. **Submittal of Bid**. Submit the bid to the vault using the Owner's bidding system.

8.4. **Revising the Proposal Form**. Make desired changes in the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted to the vault will be used for tabulation purposes.

8.5. **Withdrawing a Bid**. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

If a bidder is unable to withdraw an electronic bid using the Owner's bidding system, a written request may be submitted. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. PRINTED BID

9.1. **Proposal Form**. Mark all entries in ink. As an alternative to hand writing the unit prices on the proposal form, submit a typed proposal form. A typed proposal form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the proposal form. In the case of a JV, provide the complete and correct name of all Bidders submitting the bid. In the case of a JV, the person signing the proposal form must be authorized to bind all JV participants.

9.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2L.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

9.2.1. **Guaranty Check**. When used, make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument, be drawn by a bank and on a bank, or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

9.2.2. **Bid Bond**. When a bond is used, use the bid bond form provided by the Owner. Submit the bid bond in the amount specified with the powers of attorney dated and attached. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for JV Bidders, each Bidder may submit a separate bid bond completed as outlined in this Section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

9.3. **Submittal of Bid**. Place the completed proposal form and the proposal guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

9.4. **Revising the Proposal Form**. Make desired changes to the proposal form in ink, initial each change made, and submit the proposal to the Letting Official. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The Owner will not revise a bid on behalf of a Bidder.

9.5. **Withdrawing a Bid**. Submit to the Letting Official conducting the letting a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

10. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Letting Official will publicly open and read bids.

11. TABULATING BIDS

11.1. **Official Total Bid Amount**. The Owner will sum the products of the quantities and the unit prices bid on the proposal form to determine the official total bid amount, except as provided in Section 2L.11.5., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

11.2. **Consideration of Bid Format**. When a Bidder submits both an electronic bid and a printed bid that are responsive, the unit bid prices in the electronic bid will be used to determine the total bid amount. If the electronic bid is incomplete or nonresponsive, the printed bid will be used in the tabulation of the total bid amount.

If a Bidder submits two or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

11.3. **Rounding of Unit Prices**. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries that contain five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries that contain less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent and in accordance with Section 2L.11.5., "Consideration of Unit Prices." Bids less than one-tenth of a cent ($0.001) will be rounded to one-tenth of a cent ($0.001). When credit items are included (negative unit prices), rounding is performed on the absolute value.

11.4. **Interpretation of Unit Prices**. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

11.5. **Consideration of Unit Prices**. Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of less than $0.001 will be tabulated as one-tenth of a cent ($0.001). Proposals in which unit bid prices have been left blank are incomplete and nonresponsive.

11.5.1. **Alternate Items**. If a proposal has a regular and corresponding alternate item or group of items, the proposal will be considered complete if:

- the regular item or group of regular items has unit prices entered,
- the alternate item or group of alternate items has unit prices entered, or
- both regular item or group of regular items and alternate item or group of alternate items have unit prices entered. The Owner will use the price bid for the regular or the alternate item, or group of items, that will result in the lowest cost to the State.

The bid will be considered incomplete and nonresponsive if:

- a regular item or group of regular items is left blank, or
- a corresponding alternate item or group of alternate items is left blank.

11.5.2. **Additive Alternate Items**. The Owner will sum the products of the quantities and the unit prices bid for the regular items on the proposal form to determine the total bid amount for the base bid. The official total bid amount will be determined by the summation of the base bid plus a predetermined order of additive alternate items, not to exceed the Owner's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.

The Contract will identify the base bid work and additive alternate work to be performed. The Owner makes no guarantee that the additive alternate work will be required.

11.5.3. **A + B Bidding**. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the proposal and the unit bid prices bid, and the time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) shown on the plans. When partial days are bid, they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time or time for specific phases of the Contract.

11.5.4. **Rubber Additives**. For proposed Contracts without federal funds, if an alternate item for "Hot Asphalt-Rubber Surface Treatments" or "Hot-Mix Asphalt Concrete Pavement" that contains ground tire rubber is shown on the proposal form and the Bidder bids that alternate item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be at the actual unit prices bid.

11.5.5. **Home State Bidding Preference**. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the Owner will select the option that results in the greatest bidding preference to the resident Bidder.

11.5.5.1. **Reverse Application of Non-Resident Bidder's Home State Bidding Preference**. The total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any. This will also apply to another state's preference for a Bidder that offers materials grown, produced, processed, or manufactured in that state.

Any reverse application of the home state bidding preference will be the greater of the following:

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located; or

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the Contract will be performed.

11.5.5.2. **Texas Home State Bidding Preference**. A Bidder will be considered the apparent low Bidder if the Bidder's home office is located in this state and their bid does not exceed an amount equal to 105% of the apparent low bid received from a Bidder whose home office is not located in this state. This will not apply to a Bidder from a bordering state whose state does not give a preference to a Bidder in a manner similar to this Section.

12. CONSIDERATION OF BID ERRORS

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- a written notification is submitted to the Owner within 5 business days after the date the bid is opened and
- the submittal identifies the items of work involved and includes bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of a bid error by the apparent low Bidder by considering the following:

- the bid error relates to a material item of work,
- the bid error amount is a significant portion of the total bid,
- the bid error occurred despite the exercise of ordinary care, and
- the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is re-let. Rejection of bids due to the Contractor's bid error may result in the application of remedial actions by the Owner.

13. TIE BIDS

If the official total bid amount for two or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If two or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. The Letting Official will preside over the proceedings.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The apparent low bidder must submit DBE commitment information on federally funded projects with DBE goals within 5 calendar days (as defined in 49 CFR Part 26, Subpart A) of bid opening. For a submission that meets the 5-day requirement, administrative corrections will be allowed.

If the apparent low Bidder fails to submit their DBE information within the specified timeframe, they will be deemed nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the design of the work. The Owner may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the new apparent low Bidder has already submitted DBE information to the Owner.

If the new apparent low Bidder did not submit the required DBE information:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original apparent low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

15. DEPARTMENT OF HOMELAND SECURITY (DHS) E-VERIFY SYSTEM

The Owner will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the Contract. In addition, in accordance with Article 8L.2., "Subcontracting," sixth paragraph, include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Owner may recommend to:

- reject all bids or
- award the Contract to the new apparent low Bidder, if the Owner is able to verify the Bidder's participation in the DHS E-Verify system.

If the Owner is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

Item 3L
Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner or original award authority will award, reject, or defer the Contract within 90 days after the opening of the proposal. The Owner reserves the right to reject any or all proposals and to waive technicalities in the best interest of the Owner.

1.1. **Award**. The Owner or original award authority will award the Contract to the low Bidder as determined in accordance with Article 2L.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- the low Bidder withdraws their bid or fails to enter into Contract,
- the second lowest Bidder agrees to perform the work at the unit bid prices of the low Bidder,
- the Owner recommends in writing the award of the Contract to the second lowest Bidder, and
- the Owner's governing body agrees with the Owner recommendation for award to the second lowest Bidder.

1.2. **Rejection**. The Owner or original award authority will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2L.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral**. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner or original award authority reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the proposal guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE and SBE information in the timeframe specified when required by the proposal.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. **Contract**. Execute the Contract as prescribed by the Owner.

4.2. **Bonds**. Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000–$100,000	Payment
More than $100,000	Performance and payment

4.3. **Insurance**. For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with the Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable certificate of insurance.

Provide the Owner with a certificate of insurance verifying the types and amounts of coverage shown in Table 2. The certificate of insurance must be in a form approved by the Texas Department of Insurance. Certificates of insurance for commercial general liability, auto liability, and workers' compensation must include the Contractor's prequalified name in the "Insured" field. Any certificate of insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial general liability insurance	Not less than: $600,000 each occurrence
Business automobile policy	Not less than: $600,000 combined single limit
Workers' compensation	Not less than: Statutory
All risk builder's risk insurance (for building-facilities contracts only)	100% of Contract price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements shown in Table 2, either through their own coverage or through the Contractor's coverage.

The workers' compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities contracts, provide all risk builder's risk insurance to protect the Owner against loss by storm, fire, or extended coverage perils on work and materials intended for use on the project, including the adjacent structure. Name the Owner under the Lost Payable clause.

For contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the Owner and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this Section will not be measured or paid for directly, but will be subsidiary to pertinent Items.

4.4. **Business Ownership Information**. Submit the names and Social Security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joint venture, on the Owner's form.

4.5. **Railroad Documents**. Provide all required documents for satisfaction of railroad requirements for projects that have work involving railroad right of way. Comply with the requirements of Article 5L.8., "Cooperation with Railroads."

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all the requirements in Article 3L.4., "Execution of Contract," the proposal guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF PROPOSAL GUARANTY

The proposal guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

Verify all quantities of materials shown on the plans before ordering.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion of the rights, title, or interest (including claims) without the approval of the Owner or original award authority. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or any federal agency.

Item 4L
Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Engineer. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges. The preconstruction conference may be scheduled with the safety preconstruction meeting described in Section 7L 2.2., "Safety Preconstruction Meeting" and the railroad coordination meeting described in Article 5L 8., "Cooperation with Railroads." Work with the Engineer to resolve or escalate all issues. Execute the project pledge and establish an issue escalation ladder.

2.1. **Project Pledge**. Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high-quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project.

2.2. **Issue Resolution Process**. An issue is any aspect of the Contract where parties of the Contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the timeframe outlined in the issue escalation ladder.

Work with the Engineer to resolve all issues during the course of the Contract. Refer to Article 4L 7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING – NOT APPLICABLE??

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator and is led by the Engineer in charge of the work and the Contractor's counterpart, while formal partnering uses the services of a facilitator (internal or external).

3.1. **Procedures for Partnering Meetings and Format**. Informal partnering is required, unless formal partnering is mutually agreed upon instead of the informal partnering.

3.2. **Facilitators**. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. **Internal Facilitators**. An Owner or Contractor staff member may be selected as the facilitator at no additional cost to either party.

3.2.2. **External Facilitators**. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. **Meetings and Arrangements**. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff on the list. Provide the facilitator with the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed upon.

3.4. **Payment**. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9L 7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by their internal facilitator, including but not limited to meals, travel, and lodging. Owner facilitators may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work, including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format.

Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9L 7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract, or
- a major item of work varies by more than 25% from the original Contract quantity,

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8L, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract, and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor in writing when the Owner discovers differing site conditions. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. The Engineer will provide written notification of the determination whether or not an adjustment of the Contract is warranted. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided by either the Contractor or the Engineer.

6. REQUESTS FOR ADDITIONAL COMPENSATION AND DAMAGES

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Engineer an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Engineer to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

Compensable damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. Notify the Engineer in writing as soon as possible for Contractor damages. The intent is to reimburse the Contractor for actual expenses arising from a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in conformance with the methodology provided by the Owner, submitted

separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner for approval.

The Owner will not consider fees and interest on requests for additional compensation and damages. Fees include, but are not limited to preparation, attorney, printing, shipping, and various other fees.

If the Contractor requests compensation for damages and the damages are determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable damage and will be limited as follows.

6.1. **Standby Equipment Costs**. Payment will be made in accordance with Section 9L 7.1.4.3., "Standby Equipment Costs."

6.2. **Project Overhead**. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options at the Contractor's discretion:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

6.3. **Home Office Overhead**. The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the Owner's office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owner's goal is to have a dispute settled by the Engineer before elevating it as a claim to the Owner.

If a dispute cannot be resolved, initiate the Contract claim procedure by submitting a claim to the Owner.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work (either in writing or orally). The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, applicability of standard details, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

- Unless noted elsewhere in the Contract or by the Engineer, payment for Contractor work is in accordance with the Contract requirements at that time. This payment does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work," or Article 5L.12., "Final Acceptance."
- The Engineer acts as a referee in all questions arising under the terms of the Contract.
- The Engineer's decisions are final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Owner's administrative costs, including additional project-specific liquidated damages when specified in the Contract withholding estimates, and
- declaring the Contractor to be in default of the Contract

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as shown in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, as determined by the Engineer.

Submit shop drawings electronically for the fabrication of structural items in accordance with the Owner's procedures and as directed for other items required by the Contract. References to 11 × 17-in. sheets in individual specifications for structural items imply electronic computer-aided design sheets.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits are defined in the respective Items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's authority. Work performed beyond the lines and grades shown on the plans or any extra work performed without authority is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. **Acceptance of Defective or Unauthorized Work**. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by letter and may adjust the Contract price.

3.2. **Correction of Defective or Unauthorized Work**. When work fails to meet Contract requirements and is inadequate to serve the design purpose, it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Owner has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans, special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L–10L, "Local Government General Requirements and Covenants," and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies upon discovery so necessary corrections and interpretations can be made. Failure to promptly notify the Engineer of discovered omissions, errors, or discrepancies will constitute a waiver of all Contract claims against the Owner for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary for the successful completion of the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced in the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work.

Provide adequate lighting to address quality requirements and inspection of nighttime work.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utility companies to remove and rearrange utilities to avoid service interruption or duplicate work by the utility companies. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to fire hydrants when necessary.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Railroad Coordination Meeting**. When shown on the plans or directed by the Engineer, schedule and attend a railroad coordination meeting with the Engineer before beginning work or as agreed upon (may be a part of the preconstruction conference described in Article 4L.2., "Preconstruction Conference"). Prepare a list of attendees and invite personnel, including, but not limited to Owner, Contractor, subcontractor, and railroad representatives.

Provide the invitation to the railroad representatives at least 21 calendar days before the railroad coordination meeting.

8.2. **Project-Specific Information**. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.3. **Right of Entry Agreement by the Owner**. When shown on the plans, the process for obtaining a fully executed ROE Agreement is as follows.

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted Contract.
- Partially execute the ROE Agreement and return it to the Owner with the partially executed Contract and required insurance.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully executed ROE Agreement from the railroad company, the Owner will forward the fully executed ROE Agreement to the Contractor.

8.4. **Right of Entry Agreement by the Contractor**. When shown on the plans, contact the railroad company to obtain the ROE Agreement before beginning work on the Contract.

Provide the required insurance to the Owner before beginning work on the Contract.

Execute the ROE Agreement and pay any associated fees to the railroad company. Provide a copy of the fully executed ROE Agreement to the Owner.

9. CONSTRUCTION SURVEYING

Use Method C unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor's operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become

due to the Contractor. Replace right of way markers under the direction of an RPLS. This work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. **Method A**. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control.

At minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 mi. in length. For projects greater than 2 mi. in length, monuments will be set in pairs at a minimum of 2 mi. based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. **Method B**. The Engineer will set adequate control points, stakes, stationing, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. **Method C**. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. The Engineer may authorize Inspectors to adjust the traffic control. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4L.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove construction project litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

The work performed under this Article will not be paid for directly, but will be subsidiary to Items of the Contract.

12. FINAL ACCEPTANCE

12.1. **Routine Maintenance Contracts**. Not applicable to Locally Let projects.

12.2. **Construction Contracts**. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.2.1. **Work Completed**. Work completed must include work for vegetative establishment and maintenance, test and performance periods, and work to meet the requirements of Article 5L.11., "Final Cleanup."

12.2.2. **Final Inspection**. After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Engineer. Upon correction, the Engineer will inspect to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.2.3. **Final Measurement**. Final measurements and pay quantity adjustments may be made after final acceptance. Final acceptance will not be held for final measurements or pay quantity adjustments.

12.2.4. **Removal of Traffic Control Devices**. Remove any remaining construction traffic control devices and advance warning signs upon final acceptance or as directed.

12.3. **Multiple Work Orders**. Not applicable to Locally Let projects.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the Work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6L.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Use steel or iron materials manufactured in the United States except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Submit a notarized original of the TxDOT FORM D-9-USA-1 (Department Form 1818 or equivalent) with the proper attachments for verification of compliance.

Manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, and bending) and coating (e.g., paint, galvanizing, and epoxy).

1.2. **Buy America Exceptions**. Use of iron and steel manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of foreign iron and steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing are required by a change of source.

Materials not meeting Contract requirements will be rejected unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Owner may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise specified, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be inspected or tested before or during incorporation into the work and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise specified in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- cooperate fully and assist the Engineer during the inspection,
- ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
- in accordance with pertinent items and the Contract provide a facility at the plant for use by the Engineer as an office or laboratory
- provide and maintain adequate safety measures and restroom facilities, and
- furnish and calibrate scales, measuring devices, and other necessary equipment in accordance with the Contract.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner's use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Owner will not be paid for directly, but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location, replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC § 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine whether NRMs are regulated under 30 TAC §§ 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation in the manner prescribed by the Owner.

10. HAZARDOUS MATERIALS

Comply with the requirements of Article 7L.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Owner may contain hazardous materials. Except when the contract includes bid items for the Contractor to remove hazardous materials, the Owner is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this Section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Owner will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. **Painted Steel Requirements**. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following.

Removing Paint from Steel. For contracts that are specifically for painting steel, include the cleaning and painting of steel under Item 446, "Field Cleaning and Painting Steel," as a pay item. Perform work in accordance with that Item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Owner will provide for a separate contractor (third party) to remove paint containing hazardous materials before or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446.

10.1.1. **Removal and Disposal of Painted Steel**. For steel able to be dismantled by unbolting, paint removal will not be performed by the Owner. The Owner will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Use Owner-cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Owner will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in conformance with federal, state, and local regulations.

10.2. **Asbestos Requirements**. The plans will indicate locations or elements where asbestos-containing materials (ACMs) are known to be present. Where ACMs are known to exist or where previously unknown ACM has been found, the Owner will arrange for abatement by a separate contractor before or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Owner sufficient time for abatement.

The Texas Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, (NESHAP), in accordance with 40 CFR Part 61, Subpart M, and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP; therefore, federal standards for demolition and renovation apply.

The Owner is required to notify DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure shown on the plans. If the actual demolition, renovation, or removal date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. **Asbestos or Lead Abatement**. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Owner for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly, but will be subsidiary to pertinent Items.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in conformance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L
Legal Relations and Responsibilities

1. ETHICS – NOT APPLICABLE TO LOCALLY LET PROJECTS

2. SAFETY

2.1. **Safety Point of Contact**. Designate, in writing, a Contractor Safety Point of Contact (CSPOC). The Owner will assign an employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The Contract requires that the Contractor's and subcontractor's employees use the appropriate personal protective equipment (PPE) (e.g., hardhats, safety vests, and protective toe footwear) to meet regulations.

The Contractor will require that crew leaders and foremen (including subcontractors) have attended the required training.

2.2. **Safety Preconstruction Meeting**. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in accordance with Article 4L.2., "Preconstruction Conference"). Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- the Owner,
- local law enforcement, and
- other personnel who play an active role on the project.

2.3. **Safety Contingency**. To improve the effectiveness of traffic handling and enhance safety during the course of this project, a safety contingency fund may have been included in the project budget for traffic control plan adjustments and other safety-related improvements.

Costs associated with the adjustments or improvements will be paid for in accordance with Article 9L.7., "Payment for Extra Work and Force Account Method." Article 9L.7., "Payment for Extra Work and Force Account Method," is not intended to be used in lieu of bid items established by the Contract.

2.4. **Public Safety and Convenience**. In accordance with the Contract and as directed, provide for the safety and convenience of the public and property. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage, and provide for ingress and egress to adjacent property.

If the construction of the project requires the closing of a roadway, as directed, coordinate the closure with the Engineer and work to ensure all lanes and ramps possible are available during peak traffic periods before, during, and after significant traffic generator events to avoid any adverse economic impact on the municipalities during:

- dates or events as shown on the plans, and
- other dates as directed.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

If the Engineer determines that any of the requirements of this Article have not been met, the Engineer may take corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

2.5. **Use of Blue Warning Lights**. Texas Transportation Code § 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the traveling public's attention as they drive in areas where construction crews are present. To influence the public to move over when high-risk construction activities are taking place, minimize the use of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the traveling public encounters construction crews that are not protected by a standard work zone setup, such as a lane closure, a shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while traveling from one work location to another or while parked on the right of way away from the pavement or a work zone.

2.6. **Barricades, Signs, and Traffic Handling**. Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices as shown on the plans and in accordance with the TMUTCD. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer will inspect the traffic control devices. Comply with the results of the inspection in the prescribed timeframe.

The work performed and materials furnished in accordance with this Section and Item 502 have no bearing on the prosecution of Items 1L–10L, "General Requirements and Covenants," of the Contract. This includes, but is not limited to installing, relocating, and removing project limit advance warning signs.

2.6.1. **Contractor Responsible Person and Alternate**. Designate in writing a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by telephone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.2. **Flaggers**. Designate, in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Provide flaggers as directed. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately; wear high-visibility safety apparel; use flags, signs, stop-slow paddles, and other hand-signaling devices; and follow the flagging procedures in the TMUTCD. Comply with the requirements of Section 7L.2.6.5., "Training."

2.6.3. **Law Enforcement Personnel**. Provide uniformed law enforcement personnel with patrol vehicles as directed. Document the work zone traffic services provided in the manner prescribed by the Owner. Law enforcement personnel providing work zone traffic services must be trained for the service they perform. Comply with Section 7L.2.6.5., "Training."

2.6.4. **Other Work Zone Personnel**. Workers involved with traffic control, including the maintenance of the traffic control, must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" MPL.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a specified frequency instead of the period prescribed based on the Owner's needs. Training and associated fees will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. The certification of completion includes:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a TxDOT-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Provide a log that is legible and includes:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. **Contractor-Developed Training**. Develop and deliver Contractor-developed training meeting the minimum requirements established by the Owner. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the TxDOT-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly, but will be subsidiary to pertinent Items.

2.6.5.1.1. **Flagger Training Minimum Requirements**. A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Other Contractor-Developed Training for Other Work Zone Personnel**. For other work zone personnel, the Contractor may provide training meeting the curriculum described below instead of TxDOT-approved training.

Minimum curriculum for Contractor-provided training is as follows.

Contractor-developed training must provide information on the use of PPE, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- Adopt a company safety motto: "The Life You Save May Be Your Own," or similar.
- Purpose of the training includes the following.
  - "It's the Law."
  - Make work zones safer for workers and motorists.
  - Understand what is needed for traffic control.
  - Save lives including your own.
- Personal and co-worker safety includes the following.
  - **High-Visibility Safety Apparel**. Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; and if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.

- **Blind Areas**. A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintaining eye contact with equipment operators; and use of hand signals.
- **Runovers and Backovers**. Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic, and if you must, then use a spotter; and stay behind protective barriers, whenever possible. It is not safe to sit on or lean against a concrete barrier; these barriers can deflect 4 ft. or more when struck by a vehicle.
- Look out for each other and warn co-workers.
- Be courteous to motorists.
- Do not run across active roadways.
- Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
- Workers must be made aware of company distracted driving policies.

■ **Nighttime Operations**. Focus on projects with a nighttime element.

■ **Traffic Control Training**. Basics of traffic control include the following.

- Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
- Emphasize that work zone traffic control devices must be in clean and undamaged condition. If devices have been hit but not damaged, return them to their correct place and report to the traffic control supervisor. If devices have been damaged, replace with new devices and report to the traffic control supervisor. If devices are dirty, faded, or have missing or damaged reflective tape, clean or replace them and report to the traffic control supervisor. Show examples of unacceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
- **Channelizing Devices and Barricades with Slanted Stripes**. Stripes must slant in the direction in which you want traffic to stay or move; demonstrate this with a device.
- **Traffic Queuing**. Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
- **Signs**. Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to the traffic control supervisor or other as designated.

3. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The Contractor is not required to comply with city electrical ordinances not included in this Contract. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

4. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7L.7., "Preservation of Cultural and Natural Resources and the Environment."

5. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

7. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

Project-specific information pertinent to cultural and natural resources is included in the plan set in the General Notes and on the Environmental Permits, Issues, and Commitments (EPIC) sheet. Adhere to all guidance, Best Management Practices (BMPs), and permits shown on the plans. Signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies.

- OSHA
- TCEQ
- Texas Department of Transportation
- Texas Historical Commission
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- U.S. Army Corps of Engineers (USACE)
- U.S. Department of Energy
- U.S. Department of Transportation
- EPA
- Federal Emergency Management Agency
- U.S. Fish and Wildlife Service

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract.

7.1. **Cultural Resources**. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

7.2. **Protected and Imperiled Species and Wildlife**. Cease all work immediately and within 50 ft. if a protected or imperiled species, or any species assumed to be protected or imperiled, or wildlife is encountered onsite. Allow any animals to leave the area. Do not kill any wildlife. Contact Owner's environmental staff to investigate and evaluate any species or wildlife issues.

7.3. **Migratory Birds**. Bird and nest removal must not occur during vegetation clearing, construction, or maintenance activities on structures where birds or nests are present during the nesting season, as shown on the plans. If work will occur during the nesting season, measures to prevent nest establishment must be used before the start of nesting season or any activity. Contact Owner's environmental staff for assistance with birds and nests.

7.4. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Stormwater Pollution Prevention Plans (SWP3s).**

7.4.1. Projects with Less than 1 Acre of Soil Disturbance Including Required Associated Project Specific Locations (PSLs) in Accordance with TPDES Construction General Permit (CGP) No. TXR150000. No construction site notice (CSN) posting will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3 and environmental layout as shown on the plans.

7.4.2. Projects with 1 Acre but Less than 5 Acres of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way.

The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. The Owner will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator with day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. In addition to the Owner's actions, the Contractor will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of-way PSLs. The Contractor will adhere to all requirements of the SWP3 and environmental layout as shown on the plans. The Contractor will be responsible for implementing the SWP3 for the project site as shown on the plans, in conformance with specifications, in accordance with TPDES CGP No. TXR150000, and as directed. Notification to Municipal Separate Storm Sewer System (MS4) operators (when applicable) upon project initiation and completion must be provided in accordance with TPDES CGP No. TXR150000 requirements. A signed copy of the small CSN will be provided to MS4 operators (where applicable) at least 2 days before commencing construction.

With the Engineer's concurrence upon the completion of soil disturbing activities and achieving permanent stabilization of 70% native background vegetation cover, the CSN may be removed.

7.4.3. **Projects with 5 Acres or More of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000**. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way. The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. The Owner will post a large CSN and file a Notice of Intent (NOI); Notice of Change (NOC), if applicable; and Notice of Termination (NOT), along with other requirements in accordance with TPDES CGP No. TXR150000, as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator for day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. In addition to the Owner's actions, the Contractor will file an NOI; NOC, if applicable; and NOT and post a large CSN along with other requirements as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of way PSLs. Adhere to all requirements of the SWP3 and environmental layout as shown on the plans.

7.4.3.1. **Notice of Intent (NOI)**. Contractor will submit an NOI to TCEQ in accordance with TPDES CGP No. TXR150000 requirements. NOI must be submitted at least 7 days before commencement of construction activities at the project site. Contractor must file NOI under the same Regulated Entity Number (RN) as the Owner. Provide a signed copy to the Engineer and any other MS4 operators (where applicable) at the time of submittal. The Owner will submit their NOI before Contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

7.4.3.2. **Notice of Change (NOC)**. Upon concurrence of the Engineer, submit an NOC to TCEQ within 14 days of discovery of a change or revision to the NOI as required by the CGP. Provide a signed copy of the NOC to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.3.3. **Notice of Termination (NOT)**. Upon concurrence of the Engineer, submit an NOT to TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization has been employed in accordance with TPDES CGP No. TXR150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.4. **Training**. Not applicable to Locally Let Projects.

7.5. **Work in Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 404 permits from U.S. Army Corps of Engineers USACE before work begins. Adhere to all agreements, mitigation plans, and standard BMPs required by the permit. When Contractor-initiated changes in the construction method change the impacts on Waters of the United States, obtain new or revised Section 404 permits.

7.6. **Work in Navigable Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated BMPs. When Contractor-initiated changes in the construction method change the impacts on Navigable Waters of the United States, obtain new or revised Section 9 permits.

7.7. **Work over Recharge or Contributing Zone of Protected Aquifers**. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by TCEQ. Use BMPs and perform work in accordance with the Contract requirements.

7.8. **Project Specific Locations**. For all PSLs on or off the right of way (e.g., material sources, waste sites, parking areas, storage areas, field offices, staging areas, and haul roads), comply with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment in accordance with Section 7L 7.1., "Cultural Resources." All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of environmental compliance activities, including environmental consultant reports and correspondence with the resource agencies. Provide documentation upon request. Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, and asphalt plants. Ensure compliance with all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7.9. **Contractor Responsibility**. If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

8. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the service provider or landowner to determine the proper time and sequence when irrigation demands will permit shutting off water flows to perform work.

Unless otherwise shown on the plans, the work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

9. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including State employees, in compliance with the requirements and regulations of the Texas Department of State Health Services or other authorities having jurisdiction.

10. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise-sensitive receptors in the placement of non-mobile equipment, such as air compressors, generators, and pumps. Place mobile and stationary equipment to cause the least disruption to normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise, and these components must be maintained in their original operating condition considering normal depreciation. Noise attenuation devices installed by the manufacturer, such as mufflers, engine covers, and insulation, must not be removed or rendered ineffectual, or be permitted to remain off the equipment while the equipment is in use.

11. USING EXPLOSIVES

Do not endanger life or property. When required by the plans or requested, provide a written blasting plan. The Owner retains the right to reject the blasting plan. Store all explosives securely, and clearly mark all storage places with "DANGER—EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least 48-hr. advance notice to the appropriate railroad representative before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

12. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Comply with the requirements of Article 6L.10., "Hazardous Materials." Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, or shipped, on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission from the Engineer. Repair all openings as directed. Payment for repair of surfaces opened by permission will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract, is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid for directly, but will be subsidiary to pertinent Items.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502. The following Sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. **Overweight Construction Traffic Crossing Structures**. The Engineer may allow crossing of a structure not open to the public within the work locations when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts, such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. **Construction Equipment Operating on Structures**. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses exceeding those normally allowed for occasional overweight loads will occur.

16.3. **Loads on Structures**. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. **Hauling Divisible Overweight Loads on Pavement Within Work Locations**. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. **Reimbursable Repair**. Except for damage to appurtenances listed in Section 7L.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances**.

17.2.1. **Unreimbursed Repair**. Except for destruction (not reusable) due to Acts of God, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are reimbursed in accordance with Section 7L.17.2.2., "Reimbursed Repair." Truck-mounted attenuators, trailer attenuators, and portable changeable message signs are eligible for reimbursed repair in accordance with Section 7L.17.2.2.,

"Reimbursed Repair." Reimbursement will only be made when the Engineer directs the placement of the device in a location other than what is depicted in the Contract and the Contractor is unable to seek reimbursement from third-party insurance.

Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. **Reimbursed Repair**. Reimbursement will be made for repair of damage due to the causes listed in Section 7L.17.1, "Reimbursable Repair."

17.3. **Roadways and Structures**. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. **Detours**. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair." In addition, the Engineer will reimburse the Contractor for repairs to detours when failures occur for reasons beyond the Contractor's control. Reimbursement will be made for repairs to detours constructed unless the failure was due to materials and workmanship. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. **Relief from Maintenance**. The Engineer may relieve the Contractor from responsibility of maintenance in accordance with this Section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance. The Engineer will direct the Contractor to remove advance warning signs upon issuance of relief from maintenance.

17.5.1. **Isolated Work Locations**. For isolated work locations, when all work is completed, including work in accordance with Article 5L.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. **Work Except for Vegetative Establishment and Test Periods**. When all work for all or isolated work locations has been completed, including work in accordance with Article 5L.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. **Work Suspension**. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. **When Directed by the Engineer**. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. **Basis of Payment**. When reimbursement for repair work is allowed and performed, payment will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. **Definitions**.

18.1.1. **Electrical Work**. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"

- Item 617, “Temporary Roadway Illumination,”
- Item 618, “Conduit,”
- Item 620, “Electrical Conductors,”
- Item 621, “Tray Cable,”
- Item 622, “Duct Cable,”
- Item 628, “Electrical Services,”
- Item 680, “Highway Traffic Signals,”
- Item 681, “Temporary Traffic Signals,”
- Item 684, “Traffic Signal Cables,”
- Item 685, “Roadside Flashing Beacon Assemblies,”
- other Items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, “Ground Boxes” and Item 656, “Foundations for Traffic Control Devices,” and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low-voltage and inherently power-limited circuits, such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work if no wiring, wiring connection, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work**. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required in accordance with Item 504, “Field Office and Laboratory,”
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any three-phase electrical power.

18.1.3. **Certified Person**. A certified person is a person who has passed the test from TxDOT’s course TRF450, “TxDOT Roadway Illuminations and Electrical Installations,” or other courses as approved by the Traffic Safety Division. Submit a current and valid TRF certification upon request. Texas A&M Engineering Extension Service (TEEX) certifications for “TxDOT Electrical Systems” course will not be accepted.

18.1.4. **Licensed Electrician**. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license, who is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times while electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on State system work.

The unrestricted journeyman and unrestricted master electrician licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC like that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements**. The qualifications required to perform electrical work and specialized electrical work are shown in Table 1.

Table 1
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (e.g., troubleshooting, repairs, and component replacement)	Licensed electrician or workers directly supervised by a licensed electrician

"Directly supervised by a licensed electrician" means that a licensed electrician is physically present during all electrical work. "Directly supervised by a licensed electrician or certified person" means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When IMSA certification is specified on the plans, the requirements shown in Table 1 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed in accordance with Item 620.

19. PAYROLLS

Pay employees and contract labor no less than the predetermined wage rates shown in the Contract. Require that subcontractors pay no less than the predetermined wage rates shown in the Contract.

Payroll records must contain the information required by law. As an option, Form WH-347, "Payroll," is provided by the U.S. Department of Labor.

Maintain payroll and related records during the course of the Contract and preserve these records for 3 yr. following the completion of the Contract or as required by law.

19.1. **Minimum Wage Requirements for Federally Funded Contracts**. Comply with the requirements of FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts."

For construction contracts, submit payroll records to the Engineer using the manner prescribed by the Owner.

19.2. **Minimum Wage Requirements for State-Funded Contracts**. Comply with the requirements of 29 USC § 206 unless otherwise shown in the Contract.

For construction contracts, submit payroll records to the Engineer in the manner prescribed.

20. SECURITY INCIDENTS – NOT APPLICABLE TO LOCALLY LET PROJECTS

Item 8L
Prosecution and Progress

1. PROSECUTION OF WORK

Begin work within 30 calendar days after the authorization date to begin work. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Commission, Owner, or any federal agency.

For federally funded contracts, ensure the required federal documents are physically attached to each subcontract agreement, including all tiered subcontract agreements.

For all DBE subcontracts, including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

Upon request, submit a copy of the executed non-DBE subcontracts, including all tiered non-DBE subcontracts.

2.1. **Construction Contracts and Federally Funded Maintenance Contracts**. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State- or local-funded Contract), excluding any specialty items as determined by the Engineer. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as determined by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

Mobilization is not included in calculation of 30%.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of canceled checks and certified statements may be required to verify compliance with the requirements of this Section.

2.2. **State-Funded Maintenance Contracts**. Not applicable to locally let projects.

2.3. **Payments to Subcontractors**. Report payments for DBE subcontracts, including tiered DBE subcontracts, in the manner as prescribed by the Owner by the 20th day of each month.

2.3.1. **Payment Records**. Make payment and related records, including but not limited to copies of canceled checks, available for inspection by the Owner. Retain payment records for a period of 3 yr. following the completion of the Contract.

2.4. **Payrolls**. Comply with Article 7L.19., "Payrolls."

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

The number of working days is established by the Contract. For Contracts with work orders, the number of working days is established in each work order. Working day charges will begin when work begins as prescribed in Article 8L.1., "Prosecution of Work." Working day charges will continue in accordance with the Contract.

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

3.1. **Working Day Charges**. Working days will be charged in accordance with Section 8L.3.1.4., "Standard Workweek," unless otherwise shown on the plans. Working days will be computed and charged in accordance with one of the following:

3.1.1. **Five-Day Workweek**. Working days will be charged Monday–Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. **Six-Day Workweek**. Working days will be charged Monday–Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. **Seven-Day Workweek**. Working days will be charged Monday–Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission of the Engineer. If work or critical path activities requiring an Inspector to be present are performed on any of these holidays, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.4. **Standard Workweek**. Working days will be charged Monday–Friday, excluding national or State holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or State holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or critical path activities are performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.5. **Calendar Day**. Working days will be charged Sunday–Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. **Other**. Working days will be charged as shown on the plans.

3.2. **Restricted Work Hours**. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this Article unless otherwise shown on the plans.

3.3. **Nighttime Work**. Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. **Five-, Six-, and Seven-Day Workweeks**. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. **Standard Workweek**.

3.3.2.1. **Nighttime Work Only**. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., “Nighttime Work,” unless otherwise shown in the Contract.

3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector**. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., “Nighttime Work,” or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract. Only one day will be charged for each 24hr. period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8L.3.3.2.1., “Nighttime Work Only.”

3.4. **Time Statements**. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges, and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical path activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules for the work to be performed under this Contract. Project schedules are used to convey the Contractor's intended work plan to the Owner.

The work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

5.1. **Project Scheduler**. Designate an individual who will develop and maintain the progress schedule. The project scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the progress schedule at the preconstruction meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Progress Schedule**. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule as a bar chart or critical path method (CPM) as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, unless agreed upon with the Engineer. Show an estimated production rate per working day for each work activity, unless otherwise agreed upon with the Engineer.

5.3. **Schedule Format**. Format all project schedules in accordance with the following.

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project.
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity.
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also:

- clearly and accurately identify the critical path as the longest continuous path;
- provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- using calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, and drainage) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format**. For each activity on the project schedule, provide:

- a concise description of the work represented by the activity,
- an activity duration in whole working days, and
- code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

Total float is defined as the amount of time (in whole days) that an activity can be delayed before impacting the project's completion date. Total float is a shared commodity between the Owner and the Contractor.

5.5. **Schedule Types and Schedule Impacts**.

5.5.1. **Bar Chart**. Seven calendar days before the preconstruction meeting, prepare and submit a hard or electronic copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard or electronic copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM. Submit an electronic copy to the Engineer within the timeframes specified. An electronic copy is defined as the scheduling software's native file, saved in a format acceptable to the Engineer. In all cases, an electronic format (.xer) of Primavera Project Planner and Enterprise Project Portfolio Management (P6) will be acceptable.

5.5.2.1. **Preliminary Schedule**. Unless otherwise agreed for a later submission, 7 calendar days before the preconstruction meeting, submit an electronic copy of the project schedule showing activities beginning with the authorization date to begin work and including activities to be performed within the first 90 calendar days from the work start date.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the timeframe and construction sequencing indicated in the Contract. Submit electronic copies of the baseline schedule. When requested, submit two plots of the schedule: one organized with the activities logically grouped using the activity coding, and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days from the work start date unless the time for submission is extended by the Engineer.

5.5.2.2.1. **Review**. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day from the work start date unless the time for submission is extended by the Engineer.

5.5.2.3. **Progress Schedule**. Maintain and submit the progress schedule monthly for use by the Contractor and the Engineer. Submit an electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (e.g., holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be

listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- the actual start dates for activities started,
- the actual finish dates for activities completed,
- the percentage of work completed and remaining duration for each activity started but not yet completed, and
- the calendars to show days actual work was performed on the various work activities.

The cutoff day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR)**. When shown on the plans, provide the PSSR instead of the narrative required in Section 8L.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule and a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact**. Submit a notice of potential time impact when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the timeframes specified above will compromise the Owner's ability to mitigate the impacts, and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis**. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps.

- **Step 1**. Establish the status of the project immediately before the impact.
- **Step 2**. Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3**. Track the effects of the impact on the schedule during its occurrence.
- **Step 4**. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved by the Engineer, Steps 1, 3, and 4 must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will be considered only when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of Step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, callout work, or a work order within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, callout work, or work order remains incomplete. This amount will be assessed not as a penalty but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the Contract.

7. DEFAULT OF CONTRACT

7.1. **Declaration of Default**. The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified;
- fails to prosecute the work to assure completion within the number of days specified;
- is uncooperative, disruptive, or threatening;
- fails to perform the work in accordance with the Contract requirements;
- neglects or refuses to remove and replace rejected materials or unacceptable work;
- discontinues the prosecution of the work without the Engineer's approval;
- makes an unauthorized assignment;
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so;
- fails to conduct the work in an acceptable manner; or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10-day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Calendar day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Article 8L.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations. A default may result in the application of remedial action by the Owner.

The Owner will determine the method used for the completion of the remaining work as follows.

- For Contracts without performance bonds, the Owner will determine the most expeditious and efficient way to complete the work and recover damages from the Contractor.
- For Contracts with performance bonds, the Owner will require the Contractor's Surety to complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be

considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner resulting from the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8L.2., "Subcontracting," and abide by the DBE commitments previously approved by the Owner. Section 8L.2.1., "Construction Contracts and Federally Funded Maintenance Contracts," is waived.

No markups as defined in Article 9L.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default**. If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8L.8., "Termination of Contract."

8. TERMINATION OF CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment, or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the State or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. **Procedures and Submittals**. The Owner will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice,
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer,
- terminate all subcontracts to the extent they relate to the work terminated,
- complete performance of the work not terminated,
- settle all outstanding liabilities and termination settlement proposals resulting from the termination of the Contract,
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products), and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions**. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs, including:

- all work completed at the unit bid price and partial payment for incomplete work,
- the percentage of Item 500, “Mobilization,” equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater,
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts,
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory, and
- other expenses acceptable to the Owner.

Item 9L
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. **Linear Measurement**. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. **Volume Measurement**. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. **Weight Measurement**. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent Item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for Items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. **Hauling on Routes Accessible to the Traveling Public**. For payment purposes on haul routes accessible to the traveling public:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. **Hauling on Routes Not Accessible to the Traveling Public**. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed by the Engineer, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by the Engineer, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this Article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 4L.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the Contract. Until final acceptance in accordance with Article 5L.12., "Final Acceptance," assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage approved by the Engineer. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

It is the Owner's intent to pay a Contractor for work through the last working day of the month; however, the use of early cut-off dates for monthly estimates and MOH is a project management practice to manage workload at the local level. Approval for using early cut-off dates is at the Owner's discretion. The earliest cut-off date for pay applications is the 25th of the month.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials that are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require the Engineer's approval before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least $1,000 in the request for MOH payment. (E.g., for MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face are considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least 2 days before but not later than the estimate cut-off date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the Owner can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

For Contracts with callout work and work orders, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4L.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these

records daily, signed by the Contractor's representative, for the Owner's verification. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work. When added work requires mobilization that is exclusive to the added work, mobilization may be added to the force account invoice for payment.

7.1. **Markups**. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. **Labor**. Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes**. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9L.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials**. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment**. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an offsite location.

7.1.4.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of Equipment Watch at the time of use.

If a rate has not been established for a particular piece of equipment in Equipment Watch, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hr. will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month, except when time is computed using a 6-day or 7-day workweek. When using a 6-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 48 hr. per week, nor more than 211 hr. per month. When using a 7-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 56 hr. per week, nor more than 246 hr. per month.

7.1.4.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the Equipment Watch hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. **Standby Equipment Costs**. Payment for standby equipment will be made in accordance with Section 9L.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

  Standby rate = (FHWA hourly rate - operating costs) × 50%

- If an hourly rate is needed, divide the monthly Equipment Watch rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting**. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost and profit.

7.1.6. **Law Enforcement Personnel**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs and profit.

7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost and profit.

7.1.8. **Bond Cost**. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will not withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this Article only, the term subcontractor includes suppliers, and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment from the Owner.

Pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the Contract and the Owner, and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment to certify that all subcontractors and suppliers were paid from the previous month's payments and retainage was released for those whose work is complete. Submit the certification in the manner prescribed by the Owner each month and the month following the month when final acceptance occurred.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work."

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5L.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Owner, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Owner.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

3.1. **Compliance with Regulations**. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. **Nondiscrimination**. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports**. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Owner to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Owner, or the Texas Department of Transportation as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner must impose such Contract sanctions as it or the Owner may

determine to be appropriate, including, but not limited to actions defined in Article 5.1., "Authority of Engineer."

3.6. **Incorporation of Provisions**. The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

By signing this proposal, the Bidder certifies that it has participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Order (EO) 10925, 11114, or 11246, or if it has not participated in a previous Contract of this type, or if it has had previous Contracts or subcontracts and has not filed, it will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity (EEO), all reports due under the applicable filing requirements.

Note—The above certification is required by the EEO Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by Bidders and proposed subcontractors only in connection with Contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only Contracts or subcontracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the EOs or their implementing regulations.

Proposed prime Contractors and subcontractors that have participated in a previous Contract or subcontract subject to the EO and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of Contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by FHWA or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with the U.S. Department of Transportation's Cargo Preference Act requirements, 46 CFR 381, "Use of United States-Flag Vessels."

This requirement applies to material or equipment that is acquired specifically for a federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded Contract.

When oceanic shipments are necessary for materials or equipment acquired for a specific federal-aid construction project, the Contractor agrees to:

- use privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- furnish a legible copy of a rated, onboard commercial ocean bill of lading in English for each shipment of cargo described in Paragraph (b)(1) of 46 CFR 381, Section 7, "Federal Grant, Guaranty, Loan and Advance of Funds Agreements," within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, to both the Engineer (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Special Provision to Item 000
Schedule of Liquidated Damages

The dollar amount of daily contract administration Liquidated Damages per Working Day is $960.

Special Provision to Item 1L
Abbreviations and Definitions

Item 1L, Abbreviations and Definitions of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2, Abbreviations is being supplemented with the follow abbreviations:

CEI	Construction Engineering Inspector
COUNTY	Hays County, Texas
GEC	General Engineering Consultant

Article 3, Definitions is being amended by the following definitions:

3.47. Department is supplemented by the following: Wherever, in the Standard Specifications, reference is made to the Department and its representatives and such reference relates to the rights, actions and contract administration, such reference shall be taken to mean Hays County and its representatives as the project Developer, who shall coordinate with the Texas Department of Transportation on all matters relative to real property ownership and to any other matter related to the Project.

3.55. Engineer. The definition is voided and replaced by the following: The County Engineer or the authorized representative of the County Engineer.

3.70. Inspector. The definition is voided and replaced by the following: The contracted consultant who performs construction engineering and inspection services for the Project.

3.160. Work is supplemented by the following: Incidentals shall include but not be limited to tools, superintendence, labor, services, insurance and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the Work covered by the Contract Documents. Materials or work described in words which, when so applied, have a well- known technical or trade meaning shall be held to refer to such recognized standards.

Article 3, Definitions is being supplemented by the following definitions:

3.163. County. Hays County, Texas is the organization referred to in the Contract and hereinafter referred to as the "County." Nothing in the Contract Document shall create any contractual or agency relationship between any parties other than the County and the Contractor. For purposes of the Contract Documents and any other documents relating to the Project, the County shall be deemed to be the "Developer" of the Project.

3.164 General Engineering Consultant (GEC). The consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the oversight of construction engineering and inspection services performed on the Project.

3.165 Extra Work. The term "Extra Work" as used in the Contract Documents shall mean and include all work that may be required by the Engineer or the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's proposal, except as provided under Article 4.4 Changes in the work.

3.166 Substantially Completed. The term "Substantially Completed" or "Substantial Completion" shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer's sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings

are in place.

3.167 Notice of Substantial Completion. Notice issued to the Contractor by the Inspector or County's Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

3.168 Certificate of Completion. Certificate issued to the Contractor by the Inspector acknowledging "Final Completion" of the Project, as determined by completion of the Punch List. The issuance of the Certificate of Completion shall serve as evidence of "Final Completion" and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor's operations to existing facilities or completed and substantially accepted work. All warranties for the Project shall be transferred to the Department at the issuance of the Certificate of Completion.

3.169 Certificate of Acceptance. The certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

3.170 Standard Specifications. Shall mean and include Items 1-9 of the General Requirements and Covenants.

Special Provision to Item 2L
Instructions to Bidders

Item 2, "Instructions to Bidders" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7., "Nonresponsive Bid," is voided and replaced by the following.

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,
- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates
- the Bidder was not authorized to receive a proposal form under Article 2.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to submit a DBE commitment as specified in Article 2.14., "Disadvantaged Business Enterprise (DBE),"
- the apparent low bid is mathematically and materially unbalanced.

Special Provision to Item 2L
Instructions to Bidders

Item 2L, Instructions to Bidders of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2 Eligibility of Bidders is deleted and replaced by the following: Bidders must be (1) be able to provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts. (2) SYSTEM FOR AWARD MANAGEMENT (SAM): Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in SAM. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration Page.

Article 3 Issuing Proposal Forms is deleted and replaced by the following: Hays County will issue a proposal form to all interested parties through the following procurement websites:

City of San Marcos E-Procurement: https://sanmarcostx.gov/bids.aspx;

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty;

Texas Comptroller: https://www.txsmartbuy.com/.

Article 6 Preparing the Bid is supplemented by the following: Bids MUST be legible and of a quality that can be reproduced.

Article 7 Nonresponsive Bid is supplemented by the following: Bids will be considered nonresponsive if any of the following forms are not submitted with the bid: Bid Form, Schedule of Rates and Prices, Vendor References, Bid Bond. Bids will also be considered nonresponsive if a completed State of Texas Child Support Business Ownership Form is not submitted with the bid.

Article 8.3 Submittal of Bid is deleted and replaced by the following: Hays County will accept bids, by the stated due date by one of the following methods:

Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666; OR

One (1) original proposal and one (1) digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666.

Article 9.2 Proposal Guaranty is deleted and replaced by the following: Provide a proposal guaranty in the amount indicated on the proposal form. Use a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

Article 9.2.1 Guaranty Check is deleted.

Article 9.2.2 Bid Bond is supplemented by: A bid bond in the amount of not less than five percent (5%) of the total bid price that the bidder is submitting, from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated above, within ten (10) days after notice of award of contract to the bidder. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without bid bonds will not be considered.

Item 2L is further supplemented by:

Article 16 Per Unit basis. This price must be good from the date of Bid opening through the completion of the Project. Bids which do not state a fixed price will not be considered.

Article 17 Sales Tax: Hays County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

Article 18 Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. The Hays County Conflict of Interest Questionnaire is located in Section 4 of this manual. This form must be completed, signed, and submitted.

Article 19 References: Hays County REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

Article 20 Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Article 21 Bid Forms. Bid forms that are included in the Bid package shall be used. CHANGES to Bid forms made by bidders shall DISQUALIFY THE BID.

Special Provision to Item 3L
Award and Execution of Contract

Item 3L, "Award and Execution of Contract," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.2., "Rejection," is voided and replaced by the following.

1.2. **Rejection**. The Owner will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

Special Provision to Item 3L
Award and Execution of Contract

Item 3L, Award and Execution of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.2 Bonds is supplemented by the following: Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds $100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than $50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and Contract Documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

Article 4.3., "Insurance" is replaced by Section VI. "Insurance" under the Special Conditions of this contract.

Article 4.6., "Certificate of Interested Parties (Form 1295)", is added:

Contractors must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/tec/1295-Info.htm

The Contractor, upon award and request by the Mobility Authority, is required to complete and submit Form 1295 if the Contractor has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or

2) Has a value of at least $1 million.

Item 3L is further supplemented by the following:

Article 11 Indemnification. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE INSPECTOR, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

- IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,

- IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE INSPECTOR, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE INSPECTOR, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE INSPECTOR THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATIONS UNDER THE CONTRACT DOCUMENTS SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

Article 12 Ownership of Documents. All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

Article 13 Adequacy of Design. It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE. Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

Article 14 Inspection and Audit. Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

- Contractor compliance with the Contract Documents,
- compliance with County's business ethics policies,
- compliance by other contractors or subcontractors with contracts with County or Contractor, and
- compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this article.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

Special Provision to Item 4L
Scope of Work

Item 4L, Scope of Work of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7 Dispute or Claims Procedure is deleted and replaced, in its entirety, by the following:

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the County office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Inspector initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Inspector's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

In the event the issue cannot be resolved in the timeframe established by the County or renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Inspector its written objection to the decision within thirty (30) days of such decision by the Inspector, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the County issues notice to the Contractor that they are in default, the date the County terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor’s responsibility to submit requests in a timely manner.

Special Provision to Item 5L
Control of the Work

Item 5L, Control of the Work of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2 Plans and Working Drawings is supplemented by the following:

The Contractor shall submit to the Inspector, with such promptness as to cause no delay in its own work or in that of any other contractor, one (1) stamped/reviewed copy, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record 's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record 's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

Article 4 Coordination of Plans, Specifications, and Special Provisions. The second paragraph of this article shall be replaced, in its entirety, by the following paragraph:

Numerical dimensions govern over scaled dimensions. In the event of any conflict between the terms set forth in the Contract, Standard Specifications, Special Provisions and Special Conditions, the following shall serve as a guide in determining which of said documents shall control over the other (listed in descending order of most controlling to least controlling): Special Conditions, Special Provisions, Standard Specifications/General Requirements and Covenants and the Contract. Job-specific plan sheets govern over standard plan sheets.

Article 10 Inspection is supplemented by the following:

10.1 County-Inspector Relationship. The Inspector will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Inspector as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Inspector. The Inspector will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Inspector.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Inspector being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Inspector, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

10.2. Professional Inspection by the Construction Inspector. The Inspector shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Inspector shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Inspector shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Inspector shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

Article 11 Final Cleanup is supplemented by the following: In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Inspector may do so, or cause same to be done, at the Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

12.2.2. Final Inspection. Replace this section with the following:

12.2.2.a Punch List. The Contractor shall notify the Inspector in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Inspector, the Contractor shall furnish to the Inspector, in writing, a detailed list of unfinished work, also known as the Punch List. The Inspector will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

12.2.2.b Final Completion and Acceptance. The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Inspector written notice that the Punch List has been completed, the Inspector shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Inspector, shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Inspector shall advise the Contractor, in writing, of the Inspector's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Inspector's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

Special Provision to Item 6L
Control of Materials

Item 6L, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.1. "Buy America," and Section 1.2., "Buy America Exceptions," are voided and replaced by the following.

1.1. **Buy America**. Comply with the latest provisions of Build America, Buy America Act (BABA Act) and applicable CFR, which restrict funds being made available from Federal financial assistance programs unless all the iron products, steel products, manufactured products, and construction materials used in the project are manufactured in the United States. Use iron or steel products, manufactured products, or construction materials manufactured in the United States for all permanently installed materials and products except when defined in Section 1.1.5., "Buy America Exceptions."

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or excluded material. Refer to the Buy America Material Classification Sheet found at https://www.txdot.gov/business/resources/materials/buy-america/buy-america-material-classification-sheet.html for additional clarification on material classification.

Texas Department of Transportation's MPLs include Gold Star listings for certain manufacturers, construction materials, or products. Gold Star items are manufacturers, materials, or products that have submitted a Buy America certification (as listed on an MPL) to be in compliance with the Buy America requirements. For items identified as a Gold Star manufacturer, material, or product; the only Material Sourcing documentation as stated in Table 1 BABA Submissions is required.

Table1
BABA Submission Requirements

Classification	Form 1818 [2 & 3] (notarized original Form D-9 USA-1)	Material Sourcing Documentation [4]	Form 2806 [5 & 6]	De Minimis Tracking Log [7]
Iron or Steel Products	✓	✓		✓
Construction Material		✓	✓	✓
Manufactured Product [1]		✓	✓	✓

1. For ITS enclosures and precast concrete products as stated under Manufactured Products, submission requirements for Iron and Steel Products and Manufactured Products apply. Reinforcing Steel or items covered by TxDOT's Gold Star Program do not require a Form 1818 submission.
2. For miscellaneous steel exceptions may be allowed to submit a notarized certification letter in lieu of submitting Form 1818, as approved by the Owner. There are no exceptions for iron or steel products required to be furnished in accordance with item 441, "Steel Structures", or requested otherwise. Items covered by TxDOT's Gold Star Program do not require a Form 1818.
3. Item 450 aluminum metal railing and Item 610 aluminum roadway illumination poles, will require Form 1818 to be submitted when requested by the Owner.
4. For materials that are BABA compliant and are on TxDOT's Material Producer List (MPL). Material Sourcing Documentation is documentation, along with any necessary attachments, that connects the Material's source to project. Provide additional documentation at the request of the Owner.
5. Form 2806 is required to be submitted for products and materials to certify BABA compliance when an MPL does not exist for the corresponding material.
6. Form 2806 is required for materials that are not listed as BABA compliant on the associated MPL.
7. De Minimis Tracking Log is required for materials that are not BABA compliant and must be submitted in advance when de minimis waiver is being pursued. De Minimis Tracking Log must track non-compliant iron or steel products separately from non-compliant construction materials and manufactured products. Contact the Owner when either thresholds in 6.1.1.5, "Buy America Exceptions" is reached. Non-compliant items above the de minimis threshold will require removal and replacement with BABA compliant item, or not paid for as determined by the Engineer.

1.1.1. **Materials Excluded from Buy America.** Excluded Materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Excluded Materials do not require domestic sourcing or Buy America certification.

Materials combined as an unsettled mixture delivered to a work site without final form, for incorporation into a project, such as hot mix asphalt, or wet concrete mixtures, are not a manufactured product and are considered excluded from Buy America.

1.1.2. **Iron or Steel Product**. Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

For iron or steel products, manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, bending.) and coating (e.g., paint, galvanizing, epoxy).

1.1.3. **Construction Materials**. Construction materials are classified as articles, materials, or supplies that consist of only one of the items listed in bullets below. Minor additions of articles, materials, supplies, or binding agents (as determined by the plans or the Engineer) to any of the items listed does not change the classification of a construction material.

- non-ferrous metals,
- plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- fiber optic cable (including drop cable),
- optical fiber,
- lumber,
- engineered wood, or
- drywall.

Each construction material has specific certification requirements stated below which constitute Buy America Compliance. Provide additional documentation as requested.

For non-ferrous metals, certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

For plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

For glass (including optic glass), certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

For fiber optic cable (including drop cable), certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

For optical fiber, certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

For lumber, certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

For engineered wood, certification requires all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

For drywall, certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

1.1.4. **Manufactured Product** means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products may include components that are iron or steel products, excluded materials, or construction materials. Any product classified as an iron or steel product, excluded material, or construction material is not a manufactured product. In addition, mixtures of excluded materials, such as asphalt or concrete mixtures, delivered to a work site without final form for incorporation into a project are not a manufactured product and are considered excluded.

Manufactured products are required to be Manufactured in the United States. For manufactured products, submit per submission table above.

Manufactured in the United States (for Manufactured Products) means the final assembly occurred in the United States of America.

Precast Concrete products classified as a manufactured product (not predominantly of iron and steel) are to be Manufactured in the United States and require iron or steel components to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2.

Intelligent Transportation Systems and other electronic hardware systems classified as a manufactured product are to be Manufactured in the United States and must require iron or steel cabinets or other enclosures of such systems to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2

Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or where applicable, an iron or steel product.

1.1.5. **Buy America Exceptions**. Use of iron or steel products, construction materials, and manufactured products manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of the non-compliant products (other than iron or steel products) is no more than the lesser of $1,000,000 or 5% of Total Applicable Costs for the project. Total Applicable Cost means the actual cost of all materials requiring Buy America compliance including iron, steel, or other materials that are within the scope of existing waivers. Contractor must provide documentation showing under threshold in advance for Engineer's consideration.
- The total value of foreign iron or steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel products may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

Special Provision to Item 7L
Legal Relations and Responsibilities

Item 7L, Legal Relations and Responsibilities of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2.4 Public Safety and Convenience is supplemented by the following: The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- all employees on the Work and all other persons who may be affected thereby:
- all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
- other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Inspector, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Inspector for their records. The Contractor shall also immediately send the County and the Inspector a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of the Work.

Article 3 Laws to be Observed. The first sentence of the second paragraph is voided and replaced by the following: This Contract is between Hays County and the Contractor only.

Article 14 Protecting Adjacent Property. is supplemented by the following:

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from

any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE INSPECTOR, THE GEC, AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.

Article 15 Responsibility for Damage Claims is supplemented by the following:

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable.

Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

Item 7L is further supplemented by:

Article 21 Texas Hazardous Communication Act. THE TEXAS HAZARD COMMUNICATION ACT, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.

Special Provision to Item 8L
Prosecution and Progress

Item 8L, Prosecution and Progress of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2 Subcontracting is supplemented by the following. Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions. All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- preserve and protect the rights of the County, the Inspector, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- require that such work be performed in accordance with the requirements of the Contract Documents;
- require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
- require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
- obligate each subcontractor specifically to consent to the provisions of this article.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Inspector before the Subcontractor shall be allowed to commence work.

Article 3.1.4 Standard Workweek is supplemented by:

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Inspector or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Inspector shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Inspector; provided, however, before the Inspector may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Inspector a written description of the cause of such delay.

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Inspector is caused by such stoppage of said work, shall be paid by the County to the Contractor.

Article 7 Default of Contract. The paragraph entitled "Contracts with Performance Bonds" is supplemented by the following:

In case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

- The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, the County will be entitled to retain the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or

- The County, under sealed bids, after twenty-one (21) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the County shall be entitled to retain the difference.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.12.2.2.b. herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Inspector as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

Article 8 Termination of Contract. The following section shall be added to Article 8:

8.3. Termination for Convenience. In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Contract for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Contract for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

Item 8L is further supplemented by the following:

Article 9 Workers and Equipment. Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work. At the written request of

the Engineer, immediately remove from the work locations any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer. The Engineer may suspend the work without suspending working day charges until the Contractor complies with these requests. No illegal alien may be employed by any Contractor for work on this Project, and a penalty of $500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

Special Provision to Item 9L
Measurement and Payment

Item 9L, Measurement and Payment of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 9.5 Progress Payments. The first sentence is replaced by: Payment Estimate from CEI is due to GEC for review by the Close of Business (COB) on the 1st of the following month. CEI to send Pay Estimate to: Victor Vargas vvargas@HNTB.com; Clayton Weber cweber@HNTB.com; Marie Walters mawalters@HNTB.com; Maria Christina Castanon mcastanon@HNTB.com; The payment estimate shall also include the value of all Materials on Hand (MOH), using TxDOT forms 1914 and 1915 provided by GEC or from TxDOT website) and submitted to CEI by Contractor and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Inspector, is acceptable. The Inspector shall either examine and approve by signature or modify and approve such modified statement.

The Inspector shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Inspector's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Inspector that the Inspector has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, and further less all previous payments and all further sums that may by retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Inspector, pay a reasonable and equitable portion of the retained percentage to the Contractor, if any; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the conditions stated under Article 9.8.

As a minimum, invoices shall be on the form provided by the County and include: (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address, (2) County contract number, (3) Identification of items or service as outlined in the Contract Documents, (4) Quantity or quantities, applicable unit prices, total prices, and total amount and (5) Any additional payment information which may be called for by the Contract Documents.

Payment inquiries should be directed to the GEC.

Article 9.8 Retainage is deleted and replaced, in its entirety, by the following: The Owner will withhold 5% retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

Article 9.9 Payment Provisions for Subcontractors is further supplemented as follows: THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE INSPECTOR, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor

shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

Article 9.10. Final Payment is supplemented by: At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- Defective work not remedied or other obligations hereunder not completed.
- Claims filed or reasonable evidence indicating the probable or potential filing of claims.
- Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to the County or another contractor's work, material or equipment.
- Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
- Reasonable indication that the Work will not be completed within the contract time.
- Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

Special Provision to Item 292
Asphalt Treatment (Plant-Mixed)

Item 292, "Asphalt Treatment (Plant-Mixed)" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 292.4.11.2.1., "Operational Tolerances." This Section is voided and replaced by the following.

The Engineer will determine compliance with operational tolerances. The gradation of the aggregate must be within 5.0% of the trial batch gradation and within the master grading limits for the specified grade, except that a tolerance of 2% is allowed on the sieve size for each mixture grade that shows 100% passing in Table 4. The laboratory-molded density must be within 1.0% of the target laboratory-molded density from the mixture design in Section 292.4.3., "Mixture Design." This may be increased to a maximum of 1.5% of the target laboratory-molded density when shown on the plans or when mutually agreed between the Engineer and the Contractor. The asphalt content must not be less than the minimum asphalt content and not vary by more than 0.5% from the optimum asphalt content determined from the mixture design. The Engineer may suspend production when test results do not meet these operational tolerances.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item 300, "Asphalts, Oils, and Emulsions," is amended with respect to the clause cited below. No other clause or requirements of this Item are waived or changed.

Section 300.2.2., Table 3 Polymer-Modified Asphalt Cement has been voided and replaced by the following:

Table 3
Polymer-Modified Asphalt Cement

Property	Test Procedure	Polymer-Modified Viscosity Grade											
		AC-12-5TR		NT-HA[1]		AC-15P		AC-20XP		AC-10-2TR		AC-20-5TR	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Polymer		TR		–		SBS		SBS		TR		TR	
Polymer content, % (solids basis)	Tex-533-C or Tex-553-C	5.0	–	–	–	3.0	–	–	–	2.0	–	5.0	–
Dynamic shear, G*/sin δ, 82°C, 10 rad/s, kPa	T 315	–	–	1.0	–	–	–	–	–	–	–	–	–
Dynamic shear, G*/sin δ, 64°C, 10 rad/s, kPa	T 315	–	–	–	–	–	–	1.0	–	–	–	1.0	–
Dynamic shear, G*/sin δ, 58°C, 10 rad/s, kPa	T 315	1.0	–	–	–	–	–	–	–	1.0	–	–	–
Viscosity													
140°F, poise	T 202	1,200	–	–	–	1,500	–	2,000	–	1,000	–	2,000	–
275°F, poise	T 202	–	–	–	–	–	8.0	–	–	–	8.0	–	10.0
275°F, Pa-s	T 316	–	–	–	4.0	–	–	–	–	–	–	–	–
Penetration, 77°F, 100 g, 5 sec.	T 49	110	150	–	25	100	150	75	115	95	130	75	115
Elastic recovery, 50°F, %	Tex-539-C	55	–	–	–	55	–	55	–	30	–	55	–
Polymer separation, D, %	Tex-540-C	-10	+10	–	–	-10	+10	-10	+10	-10	+10	-10	+10
Flash point, C.O.C., °F	T 48	425		425		425	–	425	–	425	–	425	–
Dynamic shear (@ 0.2 rad/sec.)													
G*, -18°C MPa	Tex-554-C[2]	–	220	–	–	–	220	–	220	–	220	–	220
δ, -18°C, deg.		22	–	–	–	22	–	22	–	22	–	22	–
Tests on residue from RTFOT aging and pressure aging:	T 240 and R 28												
Creep stiffness	T 313												
S, -18°C, MPa		–	300	–	–	–	300	–	300	–	300	–	300
m-value, -18°C		0.300	–	–	–	0.300	–	0.300	–	0.300	–	0.300	–

1. This is a hot-applied TRAIL product.
2. Bending beam rheometer, BBR (T313) is not required unless the low. temp. DSR (Tex-554-C) do not meet the afore specified requirements. BBR will be used for the acceptance criteria in this instance.

Section 300.2.4., Table 8 Cationic Emulsified Asphalt has been voided and replaced by the following:

Table 8
Cationic Emulsified Asphalt

Property	Test Procedure	Type–Grade							
		Rapid-Setting		Medium-Setting		Slow-Setting			
		CRS-2		CMS-2		CSS-1		CSS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol									
77°F, sec.	T 72	–	–	–	–	20	100	20	100
122°F, sec.		150	400	100	350	–	–	–	–
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1
Cement mixing, %	T 59	–	–	–	–	–	2.0	–	2.0
Coating ability and water resistance:									
Dry aggregate/after spray	T 59	–		Good/Fair		–		–	
Wet aggregate/after spray		–		Fair/Fair		–		–	
Demulsibility, 35 mL of 0.8% Sodium dioctyl sulfosuccinate, %	T 59	70	–	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1
Particle charge	T 59	Positive		Positive		Positive		Positive	
Distillation test:									
Residue by distillation, % by wt.	T 59	65	–	65	–	60	–	60	–
Oil distillate, % by volume of emulsion		–	0.5	–	7	–	0.5	–	0.5
Tests on residue from distillation:									
Penetration, 77°F, 100 g, 5 sec.	T 49	90	160	90	200	90	160	40	110
Solubility, %	T 44	97.5	–	97.5	–	97.5	–	97.5	–
Ductility, 77°F, 5 cm/min., cm	T 51	100	–	100	–	100	–	80	–

Section 300.2.11. This section has been voided and replaced by the following.

2.11 Performance-Graded Binders. Provide PG binders that are smooth and homogeneous, show no separation when tested in accordance with Tex-540-C (i.e., D<10%), and meet the requirements shown in Table 18.

Separation testing is not required if:

- a modifier is introduced separately at the mix plant by injection in either the asphalt line or mixer,
- the binder is blended onsite in continuously agitated tanks, or
- binder acceptance is based on field samples taken from an in-line sampling port at the hot-mix plant after the addition of modifiers.

Table 18
Performance-Graded Binders

Property and Test Method	Performance Grade																		
	PG 58			PG 64				PG 70				PG 76				PG 82			
	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	
Average 7-day max pavement design temperature, °C[1]	58			64				70				76				82			
Min pavement design temperature, °C[1]	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	
Original Binder																			
Flash point, T 48, Min, °C	230																		
Viscosity, T 316[2, 3]: Max, 3.0 Pa·s, test temperature, °C	135																		
Dynamic shear, T 315[4]: G*/sin(δ), Min, 1.00 kPa, Max, 2.00 kPa[5], Test temperature @ 10 rad/sec., °C	58			64				70				76				82			
Elastic recovery, D6084, 50°F, % Min[6]	–	–	30	–	–	30	50	–	30	50	60	30	50	60	70	50	60	70	
Rolling Thin-Film Oven (RTFO) (T 240)																			
Mass change, T 240, Max, %	1.0																		
Dynamic shear, T 315: G*/sin(δ), Min, 2.20 kPa, Max, 5.00 kPa[5], Test temperature @ 10 rad/sec., °C	58			64				70				76				82			
MSCR, T350, Recovery, 0.1 kPa, High Temperature, % Min[6]	–	–	20	–	–	20	30	–	20	30	40	20	30	40	50	30	40	50	
Pressure Aging Vessel (PAV) Residue (R 28)																			
PAV aging temperature, °C	100																		
Dynamic shear, T 315 G*.sin(δ), Max, 5,000 kPa (Max, 6,000 kPa for δ ≥42°) Test temperature @ 10 rad/sec., °C	25	22	19	28	25	22	19	28	25	22	19	28	25	22	19	28	25	22	
Dynamic shear, Tex-554-C[7]: G*, Max, 220 MPa δ, min. 22° (Test temperature @ 0.2 rad/sec., °C)	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	
Creep stiffness, T 313[8,9]: *S*, max, 300 MPa, m-value, Min, 0.300 Test temperature @ 60 sec., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	
Direct tension, T 314[9] Failure strain, Min, 1.0% Test temperature @ 1.0 mm/min., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	

1. Pavement temperatures are estimated from air temperatures and using an algorithm contained in a Department-supplied computer program, may be provided by the Department, or may be obtained following the procedures outlined in AASHTO MP 323 and R 25.
2. This requirement may be waived at the Department's discretion if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at temperatures that meet all applicable safety, environmental, and constructability requirements. At test temperatures where the binder is a Newtonian fluid, any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
3. Viscosity at 135°C is an indicator of mixing and compaction temperatures that can be expected in the lab and field. High values may indicate high mixing and compaction temperatures. Additionally, significant variation can occur from batch to batch. Contractors should be aware that variation could significantly impact their mixing and compaction operations. Contractors are therefore responsible for addressing any constructability issues that may arise.
4. For quality control of unmodified asphalt binder production, measurement of the viscosity of the original asphalt binder may be substituted for dynamic shear measurements of G*/sin(δ) at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
5. Max values for unaged and RTFO-aged dynamic shear apply only to materials used as substitute binders, as described in Item 341, "Dense-Graded Hot-Mix Asphalt," and Item 344, "Superpave Mixtures."
6. Elastic recovery (D6084) is not required unless MSCR (T 350) is less than the Min % recovery. Elastic recovery will be used for the acceptance criteria in this instance.
7. Bending beam rheometer, BBR (T313) is not required unless the low. temp. DSR (Tex-554-C) do not meet the afore specified requirements. BBR will be used for the acceptance criteria in this instance.
8. Silicone beam molds, as described in AASHTO TP 1-93, are acceptable for use.
9. If creep stiffness is below 300 MPa, direct tension test is not required. If creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used instead of the creep stiffness requirement. The m value requirement must be satisfied in both cases.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

For this project, item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the standard specifications, is hereby voided and replaced with the following.

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, “Pipe Underdrains,” and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. CONSTRUCTION

3.1. **Contractor Responsibilities**. Implement the Owner's Storm Water Pollution Prevention Plan (SWP3) for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Owner's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

3.2. **General.**

3.2.1. **Phasing**. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

3.2.2. **Maintenance**. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3.2.3. **Stabilization**. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

3.2.4. **Finished Work**. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

3.2.5. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

3.3. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. . If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

3.3.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

3.3.1.1. **Type 1 (Non-reinforced)**.

3.3.1.1.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.1.2. **Top Width**. At least 2 ft.

3.3.1.1.3. **Slopes**. No steeper than 2:1.

3.3.1.2. **Type 2 (Reinforced)**.

3.3.1.2.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.2.2. **Top Width**. At least 2 ft.

3.3.1.2.3. **Slopes**. No steeper than 2:1.

3.3.1.3. **Type 3 (Reinforced)**.

3.3.1.3.1. **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.

3.3.1.3.2. **Top Width**. At least 2 ft.

3.3.1.3.3. **Slopes**. No steeper than 2:1.

3.3.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

3.3.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

3.3.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, “Riprap,” when designated on the plans.

3.3.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

3.3.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

3.3.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

3.3.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

3.3.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

3.3.4.2. **Short-Term**.

3.3.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

3.3.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

3.3.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

3.3.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

3.3.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

3.3.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

3.3.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

3.3.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

3.3.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

3.3.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

3.3.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

3.3.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

3.3.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

3.3.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

3.3.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

3.3.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

3.3.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4. MEASUREMENT

4.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

4.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

4.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

4.1.2.1. **Installation**. Measurement will be made in final position.

4.1.2.2. **Removal**. Measurement will be made at the point of removal.

4.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

4.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

4.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

4.5. **Earthwork for Erosion and Sediment Control**.

4.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

4.5.2. **Volume Measurement**.

4.5.2.1. **In Place**.

4.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

4.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

4.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

4.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

4.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

4.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

4.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

5. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

5.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

5.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Owner will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

5.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

5.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

5.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Special Provision to Item 672
Raised Pavement Markers

Item 672, "Raised Pavement Markers" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 672.1., "Description", is voided and replaced by the following:

Furnish and install raised pavement markers (RPMs) or furnish and install RPMs in recessed grooves in the pavement.

Article 672.2., "Materials", is supplemented by the following:

672.2.4. Equipment. Furnish all equipment, tools, and machinery necessary for the proper prosecution of the work. Furnish equipment, tools, and machinery in good repair and operating condition. All equipment must be approved by the Engineer before beginning work. If at any time, the Engineer determines any equipment is defective to the point that it may affect the quality of the work, that equipment must be immediately repaired or replaced.

The Engineer may require a demonstration of the equipment's capabilities.

672.2.4.1. Planing Machine. Use planing machines that:

- are self-propelled with enough power, traction, and stability to maintain an accurate depth of cut and slope;
- use integral loading and reclaiming devices to allow cutting, removal, and discharge of the material; and
- include devices to control dust created by the cutting action.

672.2.4.2. Sweeper. Use a street sweeper to remove cutting and debris from the planed or textured pavement unless otherwise approved. Equip the sweeper with a water tank, dust control spray assembly, both a pick-up and a gutter broom, and a debris hopper.

Article 672.3., "Construction", is supplemented by the following:

A recessed groove will be cut in the pavement a minimum of 5 in. wide and 13/16 in. deep on a 12 in. diameter. Provide 2 ft. long slopes to expose the front and back of the RPM. Provide slopes that transition from 0 in. (normal pavement) to 13/16 in. depth as detailed in the plans.

The recessed area must be cleaned free of all loose material, and dry before the placement of the RPM. All cuttings and debris resulting from the construction of the recessed area must be completely removed from the surface of the roadway by means of a street sweeper unless otherwise approved. The RPM must be placed in the center of the 13/16 in. deep recessed groove using an approved adhesive material.

Remove the pavement surface for the length, depth, and width shown on the typical section or detail. Do not damage appurtenances or underlying pavement. Repair any pavement damaged as a result of construction operations, at no additional cost to the Department. A straight edge will be placed across the recess to check that the top of the marker is below the pavement.

Spacing and orientation of the RPMs must be as detailed in the plans or as directed.

Article 672.4., "Measurement." The first paragraph is voided and replaced by the following:

This Item will be measured by each RPM or Recessed RPM.

Article 672.5., "Payment." The first paragraph is voided and replaced by the following:

The work performed and supplies furnished in accordance with this Item and measured as provided under "Measurement" will be paid at the unit price bid for "Reflectorized Pavement Marker," "Traffic Button," "Plowable Reflectorized Pavement Marker", or "Recessed Reflectorized Pavement Marker" of the types specified. This price is full compensation for removing existing markers; furnishing and installing RPMs; removing materials to the depth shown; loading, collecting, hauling, and disposing debris; sweeping; and for materials, equipment, labor, tools, and incidentals.

APPENDIX A
QUALITY ASSURANCE PROGRAM
FOR CONSTRUCTION PROJECTS

Quality Assurance Program for Design-Bid-Build Projects

January 2022

TxDOT Materials and Tests Division

Summary of Program Changes: January 2022 Update

Purpose

The Quality Assurance Program for Design-Bid-Build Projects has been revised to address updated business practices, provide clarification for new and existing practices, and update internal and external document references.

Contents

Chapter 1, "Introduction"

- Section 1.2, "Support"
  - Updated MTD Administration contact phone number.

Chapter 2, "Acceptance Program"

- Section 2.2, "Sampling and Testing Frequency and Location"
  - Added that material tested for acceptance must be representative of the material used on the project.
  - Added that laboratory testing used in the acceptance decision must be performed at a laboratory location qualified under Section 8.
  - Added that the location of sampling and testing must be documented in SiteManager.
- Section 2.3, "Documentation"
  - Added subsections 2.3.1, "Material Test Reports," and 2.3.2, "Authorization of Material Tests," to distinguish between test report requirements and material authorization requirements.
  - In Section 2.3.1, "Material Test Reports," clarified that any acceptance testing will be documented on TxDOT-approved templates and identified key fields which are required to be completed within the test report.
  - In Section 2.3.2, "Authorization of Material Tests," added:
    - requirements concerning the timing and documentation of material authorizations in SiteManager and changes to SiteManager sampling and testing requirements;
    - description of material exception and reference to material certification letter requirements; and
    - how samples or tests which are not used for project acceptance should be addressed in SiteManager.

Chapter 3, "Independent Assurance Program"

- Moved and reordered previous Sections 3.3-3.6, as follows:
  - Section 3.3 was consolidated into Sections 7 and 8.
  - Section 3.4 was consolidated into Section 6.

  - Section 3.5 became Section 3.3, “Comparing Test Results.”
  - Section 3.6 became Section 3.4, “Annual Report of IA Program Results.”
- Section 3.4, “Annual Report of IA Program Results”
  - Updated metrics which are required to be identified in the IA annual report.

Chapter 4, “Materials Certification”

- Section 4.1, “Overview”
  - Revised to clarify the intent of the material certification.
- Section 4.2, “Submission of Material Certification Letter”
  - Added section to establish requirements for completing and submitting material certification letters.
- Section 4.3, “Material Exceptions”
  - Added section to establish the definition of a material exception, and the requirements for documenting material exceptions on the material certification letter.
- Section 4.4, “Materials and Tests Division Oversight”
  - Added section to establish a quarterly review process for MTD to verify completeness and accuracy of material certification letters.

Chapter 6, “Technician Qualification Program”

- Section 6.3, “Who Must Be Qualified?”
  - Added that any individual who performs material sampling must be qualified in the relevant sampling test procedure.
- Section 6.4, “Who Can Qualify Sampling and Testing Personnel?”
  - Clarified which District laboratory personnel may qualify sampling and testing personnel.
  - Clarified that the laboratory personnel must have a current ACI certification.
- Section 6.5, “Required Certifications for Non-TxDOT Personnel”
  - Renamed to encompass all non-TxDOT personnel.
- Section 6.6, “Qualification Procedure”
  - Clarified the minimum passing requirements of written exams for concrete test methods.
  - Clarified that written exams and performance evaluations must be completed within a 30-day period.
- Section 6.8, “Responsibility and Documentation”
  - Added Form 2687 as a required supporting document for technician qualifications.
  - Clarified that supporting documentation must be retained for a minimum of 10 years.

Chapter 7, "Requirements and Frequencies for Laboratory Equipment"

- Moved and reordered previous Sections 7.1-7.7, as follows:
  - Sections 7.1-7.3 and 7.5-7.7 were consolidated into Chapter 8.
  - Section 7.4 became Section 7.2, "Calibration, Standardizations, Checks, and Verification."
- Renamed chapter to emphasize the focus on equipment requirements.
- Section 7.1, "Overview"
  - Added section to summarize overall requirements of laboratory equipment for TxDOT and non-TxDOT laboratories.
- Section 7.2, "Calibration, Standardizations, Checks, and Verification"
  - Revised to incorporate reference to all types of laboratory equipment requirements.
- Section 7.3, "Contractor Shared Equipment"
  - Added section to establish requirements for sharing laboratory equipment between the Contractor and TxDOT or TxDOT's representative.
- Section 7.4, "Documentation"
  - Added section to establish documentation requirements for laboratory equipment, including responsibility and records retention.

Chapter 8, "Laboratory Qualification Program"

- Moved and reordered previous Sections 7.1-7.3 and 7.5-7.7 to align with the tiered approach of the laboratory qualification process, as follows:
  - Section 7.1 became Section 8.1, "Purpose."
  - Section 7.3 became Section 8.2, "Qualification."
  - Section 7.2 became Section 8.3, "Laboratory Responsibility."
  - Section 7.6 became Section 8.4, "Documentation."
  - Sections 7.5 and 7.7 were consolidated into Section 8.5, "Non-Compliance."
- Section 8.2, "Qualification"
  - Clarified that field and are included in the MTD central laboratory qualification; area office and project laboratories are included in the District laboratory qualification; and CEI firms performing material testing require qualification.
  - Added that laboratory qualifications issued through the Design-Build QAP will be valid under the Design-Bid-Build program.
  - Renamed and revised Section 8.2.1, "District Accreditation," to emphasize the application of the qualification to the entire District and to further detail the District accreditation process, including:

- Added that the accreditation inspection process involves review of the District's quality management system, technician certifications, equipment records, and oversight of CEI projects;
- Added that the report rating will be issued with the District Accreditation Report, and that report ratings of 3 will results in a re-inspection;
- Added the process for reviewing and issuing the District Accreditation Report;
- Clarified the corrective action response timeline, and added a communication plan for addressing corrective action responses;
- Added the process for closing out the accreditation inspection;
- Added the process for District accreditation re-inspections when a report rating of 3 is issued; and
- Added requirements for submission of peer review documentation.

— Revised Section 8.2.2, "Commercial Laboratory and CEI Qualification Process," to address the following:

- Added that the firm's location, contact person, and project role must be identified on Form 2682;
- Clarified that the Visual Inspection Equipment Checklist must be used to document laboratory equipment;
- Added requirements for completing and submitting qualification documentation; and
- Clarified annual audit requirements and the tools and resources which should be used to conduct and document the reviews.

- Section 8.3, "Laboratory Responsibility"
  — Revised to establish requirements for the documentation and submission of District quality assurance standard operating procedures on an annual basis, and to further define the responsibilities of CEI firms, area office personnel, and the District material quality champion.
- Section 8.4, "Documentation"
  — Clarified that laboratory qualification documentation must be retained by the qualifying authority and the qualified laboratory for 10 years.

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1. Introduction

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (DBB) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program was developed in accordance with the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

The QAP consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact MTD Administration at 512/975-9755.

2. Acceptance Program

2.1 Overview

The QAP assures materials incorporated into any highway construction project, are subject to verification sampling and testing, as well as QC sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the District-level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program, in accordance with Section 8.3.3.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 8.3.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the TxDOT Guide Schedule of Sampling and Testing for Design Bid Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project. Material that is tested for acceptance must be representative of the material used on the project.

Laboratory testing used in the acceptance decision must be performed at a laboratory location qualified under Section 8. The location of sampling and testing must be documented in SM in accordance with Section 2.3.

2.3 Documentation

2.3.1 Material Test Reports

Any acceptance testing will be documented within SM on the TxDOT-approved Excel templates. All key fields within the test report must be completed, including but not limited to, sampler name, sample location, tester name, test date, and all relevant test results. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

The laboratory location where testing is performed must be documented in SM using the appropriate Lab ID. In instances where a non-TxDOT technician performs material testing in a TxDOT laboratory, the laboratory location where testing was performed must be documented as a comment in the test report.

2.3.2 Authorization of Material Tests

Material samples must be tested, reviewed, and authorized by a minimum of two separate individuals, and they must be authorized within 30 days of sample collection. When authorization within the 30 day period is not possible, a justification for the delay must be documented in SM, including an estimated timeframe for resolution.

An engineering justification must be documented in SM to explain the reason for acceptance of material when:

- the material has failing test results;
- the material was not sampled and tested in accordance with DBB Guide Schedule requirements; or
- adjustments were made to SM sampling and testing requirements (e.g., adjusting conversion factors or zeroing testing frequencies).

Adjustments to SM sampling and testing requirements should be made only when corrections are needed to accurately represent project needs. Changes must be made only by designated District personnel, and the individual who approved the change must be documented within the required justification.

Acceptance of material which deviates from the specifications or DBB Guide Schedule requirements constitutes a material exception, as defined in Section 4, and must be documented on the material certification letter upon project close-out.

Samples which are created in SM but are not used for a project should be authorized as "Void" to invalidate the Sample ID. The omit indicator can be used to exclude specific tests within one Sample ID. The omit indicator will prevent the tests from meeting project sampling and testing requirements.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 and Section 8 and will be evaluated under Section 3.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

3. Independent Assurance Program

3.1 Overview

The IA program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time — regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1: Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 8 of this QAP.
Within 12 mo. after Observation and Qualification, not to exceed 15 mo.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 mo. after Observation and Qualification, not to exceed 27 mo.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 mo. of Qualification. (Only required for certifications issued by TxDOT or HMAC with a 3 yr. cycle.)	Qualification is again required under Section 6 and Section 8 of this QAP.
Within 36 mo. after Observation and Qualification, not to exceed 39 mo. (Only required for ACI, which has a 5 yr. certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 48 mo. after Observation and Qualification, not to exceed 51 mo. (Only required for ACI, which has a 5 yr. certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 60 mo. of qualification (Only required for certifications issued by ACI with a 5 yr. cycle).	Qualification is again required under Section 6 and Section 8 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.4 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing,
- number of personnel removed for non-participation,
- number of IA evaluations completed,
- number of IA evaluations found to meet tolerances in Appendix B,
- number of IA evaluations found to not meet tolerances in Appendix B, and
- summary of any significant system-wide corrective actions taken.

4. Materials Certification

4.1 Overview

A material certification must be submitted for each construction project subject to TxDOT or FHWA oversight activities. The intent of the material certification is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications.

4.2 Submission of Material Certification Letters

Upon final acceptance of a construction project, a material certification letter must be submitted to MTD via email at MTD_Materials_Cert@txdot.gov. The letter will conform in substance to the examples shown in Appendix D or Appendix E for projects with federal or state oversight, respectively. MTD is responsible for making the material certification letters available to the FHWA, as applicable.

Material certification letters must be authorized by the TxDOT office designated to oversee the project. The letter may be signed by the Area Engineer or Director of Construction. Material certification letters authorized by Construction Engineering and Inspection (CEI) firms or other non-TxDOT personnel will not be accepted for submission.

4.3 Material Exceptions

A material exception is defined as any material represented by an acceptance test that does not meet the criteria contained on the plans and specifications. Exceptions should be investigated to determine if the material is in reasonably close conformity with the plans and specifications.

An exception exists when:

- any material is tested and does not meet minimum specifications if the material is left in place, either with or without pay; and
- any material is not sampled and tested in accordance with minimum testing requirements if the material is left in place, either with or without pay.

When material exceptions exist for a project, the exceptions must be indicated on the material exception letter. Documentation of the material exceptions and the corresponding justifications should be attached to the material certification letter when submitted.

4.4 Materials and Tests Division Oversight

MTD will perform a quarterly review of completed material certification letters on a sample basis to verify the completeness and accuracy of the material certification letters, including material exceptions identified and corresponding justifications. Inconsistencies identified during the review will be communicated to appropriate District personnel, and Districts will correct and re-submit material certification letters when necessary.

5. Conflict of Interest

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing,
- QC sampling and testing,
- IA testing, or
- referee testing.

6. Technician Qualification Program

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that sampling and testing required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures:

- 100-E Series (Soils),
- 200-F Series (Bituminous),
- 400-A Series (Aggregates and Concrete), and
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C).

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2, for acceptance, must be qualified in each test procedure they perform. Any individual who performs material sampling must be qualified in the relevant sampling test procedure (e.g., Tex-100-E, Tex-221-F, Tex-222-F, Tex-400-A, Tex-500-C, etc.).

Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the MTD Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- District laboratory personnel who have been qualified directly by MTD;
- TxDOT-approved entities such as the Hot-Mix Asphalt Center (HMAC) and the American Concrete Institute (ACI);
- District laboratory personnel who have been qualified by the HMAC can issue provisional certifications or sampling certifications; and
- District laboratory personnel who have been qualified by ACI can issue concrete certifications.

Certifications received from HMAC and ACI may be used to satisfy the written exam and observation part of the Technician Qualification Program.

Each District laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the District. To qualify District personnel for TxDOT concrete test methods, the District laboratory personnel must have a current corresponding ACI Field or Strength certification.

6.5 Required Certifications for Non-TxDOT Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade 1,
- ACI Concrete Strength Testing Technician,
- HMAC Level 1A – Plant Mix Specialist,
- HMAC Level 1B – Roadway Specialist,
- HMAC Level 2 – Mix Design Specialist,
- HMAC SB 101 – Materials Properties Specialist,
- HMAC SB 102 – Field Specialist,
- HMAC SB 103 – Materials Analyst Specialist,
- HMAC SB 201 – Strength Specialist,
- HMAC SB 202 – Compressive Strength Specialist, and
- HMAC AGG 101 – Aggregate Specialist.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel, and
- District laboratory personnel who have been certified by MTD to perform technician qualifications.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's convenience. The maximum number of attempts cannot exceed three trials in a 90 day period.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%[1]) administered by an authorized evaluator or their designee. The maximum amount of time allocated per test will be 1 hr. If an individual cannot complete the written test in 1 hr., it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90 day period.

[1] For TxDOT concrete test methods where written examinations are grouped together to be completed, the minimum score for any individual test method must be 70%, and the overall minimum score for all test methods combined must be 80%.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations, which must be completed within a 30 day period.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 yr., after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications for TxDOT, CEI, commercial laboratories, and Contractor personnel cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT District laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT District laboratory;
- provisional certifications will be valid for one month after the HMAC or ACI examination dates; and
- the candidate must show evidence of being enrolled in the required HMAC or ACI course.

6.8 Responsibility and Documentation

MTD and the District materials Engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CEI firm must identify a coordinator with the responsibility to communicate with the area office (AO), who will then coordinate with the District-level responsible person to satisfy the requirements for qualified testers. SM will be used to send email notifications on certification status to the owner (i.e., technician) as well as the District-level responsible person. SM will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SM and may be printed or signed at the District's discretion. Documentation must be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by HMAC and ACI; or
- copies of certificates issued by MTD or TxDOT District laboratory, if issued;
- written examination report with clear identification of technician's name, score, and date taken;
- original performance examinations saved as a PDF file for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date; and
- copies of Form 2687, "Examinee's Certification Acknowledgment."

Supporting documentation for technician qualification must be retained for a minimum of 10 yr. Results of annual proficiency testing administered by MTD or HMAC will be stored in their respective central repositories through SharePoint. Annual split sample evaluations will be stored in SM.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT District representative and reported to MTD. Table 2 defines the three levels of misconduct: neglect, abuse, and breach of trust.

Table 2: Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: ▪ falsification of records; ▪ being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; ▪ re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and ▪ manipulating compensation or production.

The applicable certification steering committee will investigate accusations of misconduct with the assistance of the responsible District. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

7. Requirements and Frequencies for Laboratory Equipment

7.1 Overview

All laboratory equipment used in acceptance testing must be calibrated, standardized, checked, or verified in accordance with applicable procedures, including both TxDOT laboratories and non-TxDOT commercial laboratories.

7.2 Calibration, Standardizations, Checks, and Verification

Calibration, standardization, checks, and verification of TxDOT equipment may be performed by MTD of the TxDOT District laboratory. TxDOT may also hire a qualified third-party entity to perform equipment requirements in accordance with corresponding test procedures.

The procedures for laboratory equipment requirements and intervals are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K series, procedures for calibrating, standardizing, checking, verifying, and certifying equipment.

When applicable, equipment that is moved may require calibration, standardization, checks, or verification.

7.3 Contractor Shared Equipment

Unless otherwise stated on the plans and specifications, testing equipment cannot be provided by the Contractor to use for acceptance testing performed by TxDOT or its representative. When allowed by specifications, Contractor-provided testing equipment must be in a location where TxDOT has oversight of the equipment.

Calibration records for shared equipment are required to be retained by TxDOT in accordance with Section 7.4.

7.4 Documentation

TxDOT District laboratories are responsible for maintaining documentation of equipment calibration, standardization, checks, and verification for any testing equipment used for acceptance testing. Records must be retained in a PDF file in a central repository location, as defined by MTD, for a minimum of 10 yr.

8. Laboratory Qualification Program

8.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities, including equipment and personnel, are qualified for the performance of required sampling and testing methods.

8.2 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. Laboratories which require qualification include, but are not limited to, the following:

- MTD central laboratory, which includes MTD's field laboratories;
- District laboratories, which includes area office and project laboratories (e.g., field laboratories at hot-mix plans); and
- CEI and commercial laboratories.

TxDOT laboratory qualifications issued in accordance with the Quality Assurance Program for CDA/Design-Build Projects – Section 4.4 will be recognized as valid under the DBB program.

8.2.1 District Accreditation

MTD is responsible for accrediting TxDOT Districts on a 3 yr. cycle. The accreditation inspection consists of an evaluation of laboratory procedures and equipment necessary for the performance of TxDOT test methods in the material areas of concrete, hot-mix asphalt, and soils and aggregates. The assessment also includes a review of the District's quality management system, including records of technician certification, equipment calibration, and oversight of CEI projects. The District accreditation issued by MTD encompasses all TxDOT laboratories managed by the District, including the District laboratory, area offices, and TxDOT laboratories at plant locations.

8.2.1.1 Report Rating

MTD will document the accreditation review on a District Accreditation Report, which will be issued to the District upon completion of the review. The report will include an assigned rating level to assess the District's overall performance based on the associated risks to TxDOT. Report rating levels are described in Table 3 below. Districts which receive a rating of 3 on the District Accreditation Report will be subject to the re-inspection process described in Section 8.2.1.6.

Table 3: Rating Legend

Rating	Rating Description
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observations were notated.
3	A level of negligence was found programmatically violating compliance requirements.

8.2.1.2 Report Review and Distribution

Upon completion of the accreditation inspection, MTD will hold a report review meeting with the District to discuss the draft District Accreditation Report, including the report rating and details of the findings. The District Director of Construction and Laboratory Supervisor or Lead Worker (as applicable) are required to attend the meeting. The draft report will be modified as needed based on the discussion during this meeting and before the report is finalized by MTD.

The final District Accreditation Report will be distributed to the MTD Director and Deputy Director, as well as the District Director of Construction and Laboratory Supervisor (when applicable) for the TxDOT District laboratory. The MTD Director will then issue a memo to the District Engineer, conforming in substance to the example shown in Appendix F, as well as a copy of the report. The memo will include the District's current and prior report rating level, and any additional feedback deemed necessary. When the District Accreditation Report rating is a 3, the memo will also be distributed to the TxDOT Director of District Operations and Director of Engineering & Safety Operations.

8.2.1.3 Resolution of Findings

The District Accreditation Report summarizes the accreditation inspection, where a finding is classified as either a deficiency or an observation, defined as follows.

- **Deficiency:** A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.
- **Observation:** Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

A corrective action report (CAR) and supporting documentation are collectively submitted to MTD by the District to address the findings notated in the report. The CAR will document actions that have been taken to prevent recurrence and to show a formal resolution to the findings.

- **Deficiencies:** Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, (i.e., copies of records, new or revised procedures, equipment invoices, photographs, etc.) to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.
- **Observations:** No written response is required for findings identified as observations. However, the laboratory should take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

8.2.1.4 Corrective Action Response Timeline

The resolution of all findings should be completed within 21 days from the issuance of the final District Accreditation Report, including submission of the CAR and supporting documentation to MTD. If the District

cannot satisfy the findings in the report within the stated timeframe, an extension may be requested for additional time, typically 7 days, to resolve any outstanding or pending findings. Additional time extensions may be granted on a case-by-case basis; however, extensions may not exceed 90 days cumulatively. The MTD Director may notify the TxDOT Director of District Operations and Director of Engineering & Safety Operations of any outstanding issues that remain unresolved after 60 days to ensure that the findings are resolved within the 90 day period.

To maintain transparency and ensure that appropriate individuals stay informed throughout the corrective action process, all correspondence between MTD and the Districts will include the individuals listed in Table 4 below.

Table 4: Corrective Action Response Communication Plan

Days Since Final Report Issuance	District Contacts	MTD Contacts
0-45 days	▪ Director of Construction ▪ District Laboratory Staff	▪ Deputy Division Director ▪ Quality Assurance Staff
45+ days	▪ District Engineer ▪ Deputy District Engineer ▪ Director of Construction ▪ District Laboratory Staff	▪ Division Director ▪ Deputy Division Director ▪ Quality Assurance Staff
60+ days	MTD Director may escalate outstanding issues to TxDOT Director of District Operations and Director of Engineering and Safety Operations.	

8.2.1.5 Accreditation Close-Out

Upon satisfactory completion of the District accreditation process, MTD will provide the District with official notification that the accreditation process has been closed out. MTD will update the District's accreditation scope on the MTD Directory of Active Accredited Labs.

8.2.1.6 District Accreditation Re-Inspection

TxDOT Districts which receive a rating of 3 on the District Accreditation Report will be subject to a re-inspection by MTD approximately 12-18 mo. following the accreditation close-out. MTD will continue to re-inspect the District annually until a minimum rating of 2 is achieved.

Each re-inspection will focus on the portions of the District Accreditation Report or prior re-inspection which resulted in the rating of 3. Upon completion of the re-inspection, MTD will issue a memo with the re-inspection results, conforming in substance to the example shown in Appendix G.

Following each re-inspection, MTD will work with the District to resolve deficiencies identified during the re-inspection. The District will be given 90 days to resolve deficiencies in accordance with Section 8.2.1.4. All

correspondence between MTD and Districts regarding re-inspections will include, at a minimum, the individuals identified under "45+ days" in Table 4 above. The MTD Director may notify the TxDOT Director of District Operations and Director of Engineering & Safety Operations of any outstanding issues that remain unresolved after 60 days to ensure that the findings are resolved within the 90-day period.

The re-inspection memo will include an updated rating as described in Section 8.2.1.1. Districts that receive a re-inspection rating of 2 will return to the standard cyclical accreditation schedule. Districts that receive a re-inspection rating of 3 will be referred to the TxDOT Director of District Operations and Director of Engineering & Safety Operations, and the District will continue to be re-inspected by MTD annually.

8.2.1.7 District Laboratory Peer Review Program

Districts are required to host a District Laboratory Peer Review within 12-24 mo. after the QAP District accreditation. Districts will also participate as "peers" by conducting a review of other Districts, as assigned by MTD. The peer review will include a minimum of one District-managed project and two projects managed by CEI firms to ensure program compliance. When complete, documentation of the peer review must be submitted to MTD via email at MTD_Peer_Review@txdot.gov.

8.2.2 Commercial Laboratory and CEI Qualification Process

8.2.2.1 Quality System Inspection

At the District level, the District laboratory will be the qualifying authority for CEI firms and commercial laboratories, only in the areas for which the District laboratory is accredited. The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the firm's location, contact person, and project role;
- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests using the Visual Inspection Equipment Checklist;
- check the calibration/verification records for each piece of equipment, to include:
  - description of equipment,
  - identification of any traceable standard used,
  - frequency of calibration,
  - date of calibration,
  - date of last calibration,
  - date of next calibration,
  - calibrating technician,
  - procedure used to calibrate/verify equipment, and

  - detailed results of calibration; and
- verify that the laboratory has qualified/certified technicians to perform required testing.

In addition, all equipment may be subject to calibration, verification, or other inspection by the qualifying authority, in accordance with Section 7.

8.2.2.2 Material Producer List

Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL) and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

Project/field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

8.2.2.3 Qualification Certificate

After qualifying a CEI or commercial laboratory, the District must notify MTD within 14 days by submitting a copy of the completed Form 2682, "Quality System Inspection – Commercial Laboratory," and laboratory qualification certificate to MTD_QAP@txdot.gov. MTD will post the certificate to the Directory of Active Accredited Laboratories available through the MTD Crossroads intranet site and will update the laboratory's qualification effective dates within SM.

Commercial laboratory qualifications are valid for 3 yr., and the effective period of the qualification must be listed on the certificate. Laboratories will be removed from the Directory of Active Accredited Laboratories as of the expiration date listed on the certificate unless the laboratory has been re-qualified before that date. SM will be used to notify MTD and laboratory contacts of upcoming laboratory qualification expiration dates.

8.2.2.4 Annual Audit

An annual audit will be conducted by the designated District staff for each CEI or commercial laboratory to ensure continual compliance with technician records and equipment intervals. The following tools and resources should be used to conduct and document the review for program compliance:

- Form 2682, "Quality System Inspection – Commercial Laboratory," to document the review;
- SM "Material Test History Report – Area Engineer Inspected Materials" query that shows material testing completed for a project;
- SM "Testers and Users by District" query that allows filtering to determine expiring certifications; and
- equipment calibration or verification records retain in the MTD-designated location.

8.3 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance. Communication between the District laboratory, area offices, and CEI firms is key to ensuring that all sampling and testing laboratories, equipment, and personnel employed on TxDOT projects are appropriately qualified.

District Engineers are responsible for ensuring this communication takes place and documenting the communication channels in a District quality assurance standard operating procedure (SOP) that conforms in substance to the outline shown in Appendix H. The SOP must be reviewed, updated as needed, and approved by the District Engineer annually by April 1st, with a copy provided to MTD via email at MTD_QAP@txdot.gov.

8.3.1 CEI Firm

The CEI firm must:

- provide certified personnel that are knowledgeable of all material testing procedures;
- provide copies of current certifications for all personnel performing project acceptance testing;
- provide a completed Form 2682, "Design-Bid-Build Quality System Inspection – Commercial Laboratory," documenting pre-accreditation of the testing laboratory, including equipment calibrations and verifications and technician certifications, to the area office (AO) within 10 days after execution of the Contract;
- submit commercial laboratory accreditation request to the AO, with enough notice to ensure that laboratories are accredited within 30 days of Contract execution;
- perform all material tests at the facility shown on the Contract, except tests performed at the plant or on the roadway;
- use only material testing laboratories that are accredited by the Laboratory Qualification Program outlined in Section 8.2;
- perform an annual audit to validate ongoing laboratory accreditation, equipment calibrations and verifications, and technician certifications for the duration of the Contract;
- develop a Quality Control Plan (QCP) that:
  - is project-specific,
  - demonstrates how quality is to be achieved through acceptance testing per project,
  - addresses how the CEI firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order, and
  - meets the requirements established in the CEI Contract scope of work, as outlined in Appendix I; and
- provide the QCP to the AO within 10 days after the execution of the Contract.

8.3.2 District Area Office Personnel

Each Area Engineer will designate an AO coordinator. The AO coordinator is required to:

- provide District laboratory personnel with monthly status of the CEI projects;
- provide the District laboratory contacts for CEI firms and their subcontracted commercial laboratories;
- invite District laboratory personnel to the kick-off and associated pre-construction meetings;
- review the CEI project-specific testing, certification, and equipment needs to validate that required documentation has been received;
- forward all CEI technician certifications, equipment calibrations and verifications, and laboratory requests to the District laboratory;
- submit the CEI's QCP to the District laboratory;
- approve or reject the QCP based on recommendations from the District laboratory; and
- ensure that an issue-based evaluation of the CEI firm is completed when there are issues of non-compliance with requirements of Section 8.3.1, including missing deliverables or use of unqualified laboratories or technicians throughout the duration of the project.

8.3.3 District Material Quality Champion

The District Engineer will designate a District Material Quality Champion to serve as primary point of contact for the District regarding material quality. The Material Quality Champion is responsible for ensuring that the District meets the following requirements:

- Review and make recommendations to the AO coordinator for approval or rejection of the CEI's QCP;
- coordinate the inspection of the commercial laboratory facility and equipment once the QCP has been approved;
- communicate the status of the inspection with the CEI firm;
- use SM to auto-notify the owner (i.e., technician) and the District laboratory designee before certification expiration; and
- conduct and document, at a minimum annually, an internal audit of the District for continual quality program compliance using the following tools and resources:
  - SM "Testers and Users by District" query that allows filtering to determine expiring certifications;
  - SM "Equipment Calibrations" query to show equipment status and upcoming expiration dates;
  - Equipment calibration or verification records retained in the MTD-designated location; and
  - MTD's Material Samples dashboards to show completeness, accuracy, and timely authorization of SM material samples.

8.4 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate covering the scope of testing in which the laboratory has been qualified. Laboratory qualification documentation must be retained by the qualifying authority and the qualified laboratory for a minimum of 10 yr.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment,
- personnel qualified or certified to perform required testing, and
- copy of laboratory qualification certificate issued.

8.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.

Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT District laboratory responsible for the certification or audit will immediately notify all applicable area offices of non-conformance for those test methods.

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the District level, MTD will be the final authority.

9. Appendices

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
DBB	Design-Bid-Build
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
OLE	Object Linking and Embedding attachment window
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
QCP	Quality Control Plan
SM	SiteManager
SOP	Standard Operating Procedure
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the Contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as, falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at: https://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by two or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the Contract requirements.

TxDOT Standard Specifications—the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the Contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split/Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

[1] The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Sir:

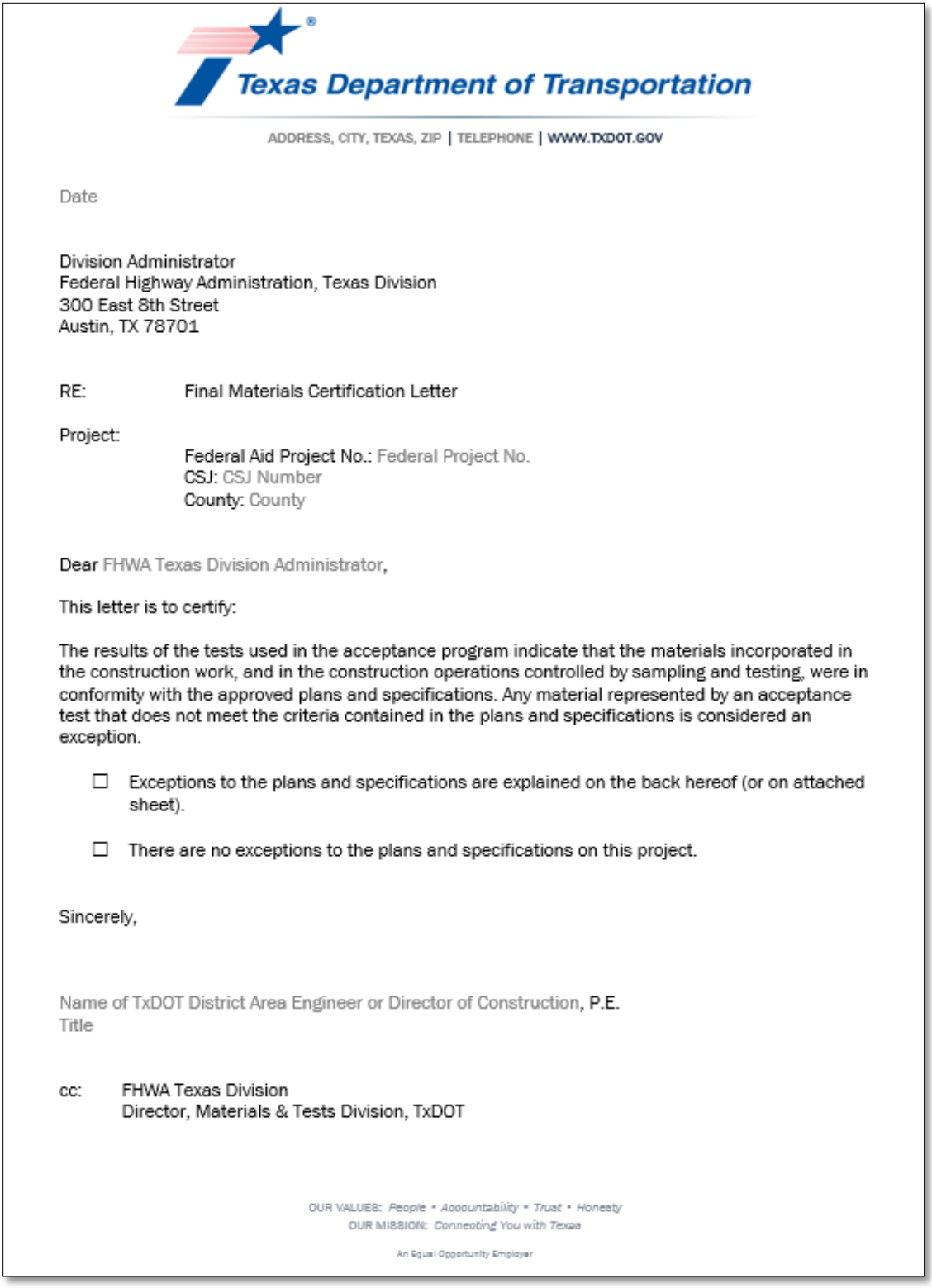
In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

TxDOT Independent Assurance Program Results			
IA Activities	**TxDOT**	**Non-TxDOT**	**Total**
Number of personnel evaluated under system approach			
Number of personnel removed from the IA program			
Number of IA evaluations completed			
Number of IA evaluations meeting tolerance			
Number of IA evaluations not meeting tolerance			

CC: Materials and Tests Division Director
TxDOT - MTD

Appendix D
Material Certification Letter Example – Federal Oversight

A form-fillable version of the Material Certification Letter can be found here.



Texas Department of Transportation

ADDRESS, CITY, TEXAS, ZIP | TELEPHONE | WWW.TXDOT.GOV

Date

Division Administrator
Federal Highway Administration, Texas Division
300 East 8th Street
Austin, TX 78701

RE: Final Materials Certification Letter

Project:
Federal Aid Project No.: Federal Project No.
CSJ: CSJ Number
County: County

Dear FHWA Texas Division Administrator,

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications. Any material represented by an acceptance test that does not meet the criteria contained in the plans and specifications is considered an exception.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).

☐ There are no exceptions to the plans and specifications on this project.

Sincerely,

Name of TxDOT District Area Engineer or Director of Construction, P.E.
Title

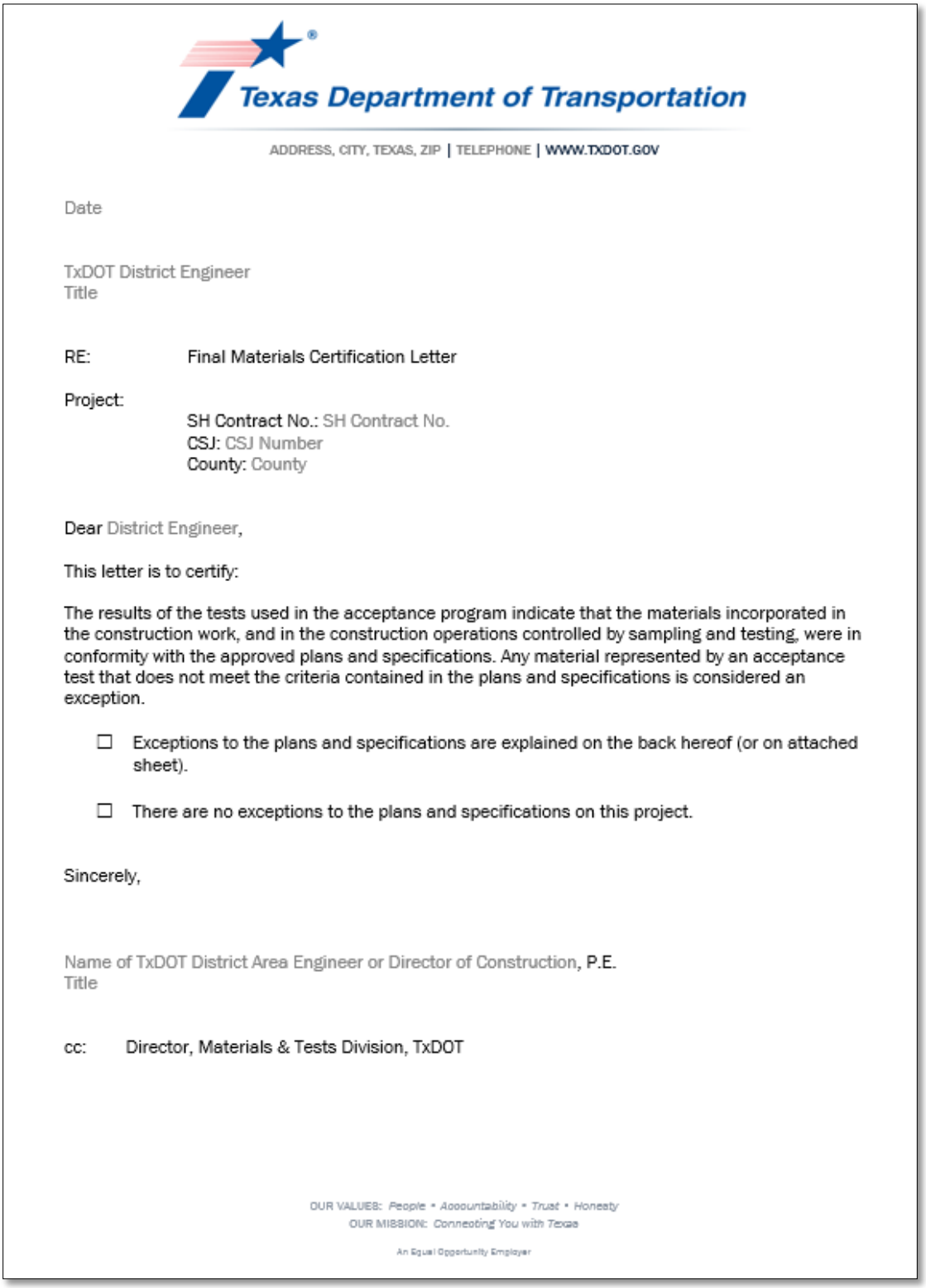
cc: FHWA Texas Division
Director, Materials & Tests Division, TxDOT

OUR VALUES: *People • Accountability • Trust • Honesty*
OUR MISSION: *Connecting You with Texas*

An Equal Opportunity Employer

Appendix E
Material Certification Letter Example – Non-Federal Oversight

A form-fillable version of the Material Certification Letter can be found here.



Texas Department of Transportation

ADDRESS, CITY, TEXAS, ZIP | TELEPHONE | WWW.TXDOT.GOV

Date

TxDOT District Engineer
Title

RE: Final Materials Certification Letter

Project:
SH Contract No.: SH Contract No.
CSJ: CSJ Number
County: County

Dear District Engineer,

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications. Any material represented by an acceptance test that does not meet the criteria contained in the plans and specifications is considered an exception.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).

☐ There are no exceptions to the plans and specifications on this project.

Sincerely,

Name of TxDOT District Area Engineer or Director of Construction, P.E.
Title

cc: Director, Materials & Tests Division, TxDOT

OUR VALUES: *People • Accountability • Trust • Honesty*
OUR MISSION: *Connecting You with Texas*

An Equal Opportunity Employer

Appendix F
District Accreditation Results Memo Example

Texas Department of Transportation

MEMO

{Date}

To: {TxDOT District Engineer}

From: {MTD Director}

Subject: District QAP Accreditation

The Materials and Tests Division (MTD) has completed an accreditation inspection of the {District}, in accordance with the TxDOT Quality Assurance Program for Construction.

The District Accreditation Report has been issued with an overall rating of {**1/2/3**}, indicating {an excellent review with minor or no deficiencies were noted/several deficiencies or repetitive observations were noted/a level of negligence was found programmatically violating compliance requirements}. This represents {an improvement/no change/a decline} from the previous rating of {1/2/3} issued in the {Month, Year} District Accreditation Report.

MTD has requested that the District Director of Construction provide a formal written response describing the corrective actions taken to address the deficiencies, as well as sufficient documentation to substantiate the corrective actions by {Date}. MTD will work with the district staff to resolve all deficiencies within 90 days (i.e., by {Date}). To assist in meeting this deadline, any deficiencies which remain outstanding after 45 days will be communicated to the District Engineer. Deficiencies that are outstanding after 60 days may be communicated to the TxDOT Director of District Operations and Director of Engineering & Safety Operations.

Rating of 3

In addition, the district will be subject to a re-inspection by MTD approximately 12-18 months following the accreditation close-out. The re-inspection will focus on the portions of the District Accreditation Report which resulted in the rating of 3. MTD will continue to re-inspect the district annually until a minimum rating of 2 is achieved.

Please contact {Quality Assurance Staff} at MTD with any questions.

CC: {Director of District Operations}
{Director of Engineering & Safety Operations}
{Deputy District Engineer}
{MTD Deputy Director}

Rating of 3

Appendix G
District Accreditation Re-Inspection Results Memo Example

Texas Department of Transportation

MEMO

{Date}

To: {TxDOT District Engineer}

From: {MTD Director}

Subject: District QAP Accreditation Re-Inspection

The Materials and Tests Division (MTD) has completed a re-inspection of the {District}, in accordance with the TxDOT Quality Assurance Program for Construction. The purpose of the re-inspection was to evaluate the continuity of corrective actions implemented to address deficiencies noted in the {Month, Year} District Accreditation Report, which resulted in a rating level of 3.

Rating of 2

The re-inspection found that corrective actions implemented to address previous {technician/ equipment/quality management system/CE&I project} deficiencies are operating effectively to ensure continued compliance with the TxDOT Quality Assurance Program for Construction. The records reviewed were substantially complete and accurate.

As a result, the district has been issued a **re-inspection rating of 2**, indicating significant improvement from the previous inspection. This concludes the laboratory re-inspection process, and the district will return to the standard cyclical accreditation schedule.

Rating of 3

The re-inspection found that corrective actions implemented to address previous {technician/ equipment/quality management system/CE&I project} deficiencies were insufficient or were not sustained to ensure continued compliance with the TxDOT Quality Assurance Program for Construction. As a result, the district has been issued a **re-inspection rating of 3**, indicating a continued level of negligence was found programmatically violating compliance requirements. Deficiencies identified during the re-inspection are listed in the attached document.

The district must provide MTD with a formal written response describing the corrective actions taken to address the deficiencies, as well as sufficient documentation to substantiate the corrective actions by **{Date}**.

The district will also be subject to a re-inspection annually until a minimum re-inspection rating of 2 is achieved.

Please contact {Quality Assurance Staff} at MTD with any questions.

CC: {Director of District Operations}
{Director of Engineering & Safety Operations}
{Deputy District Engineer}
{District Director of Construction}
{District Laboratory Supervisor}
{MTD Deputy Director}
{MTD Quality Assurance Staff}

Appendix H
District Quality Assurance SOP Requirements

District Quality Assurance Standard Operating Procedure Requirements

1. **Quality Assurance Standard Operating Procedures (SOP).** Develop an SOP that is district-specific and developed in accordance with the Quality Assurance Program (QAP) for Design-Bid-Build (DBB) Projects. Update the written SOP annually by April 1st, and document approval by the District Engineer. Provide a copy of the SOP to Materials and Tests Division (MTD) via email at MTD_QAP@txdot.gov. Include the following procedures and items in the SOP:

1.1 **Quality Assurance Roles**- Identify designated individuals responsible for the following quality assurance roles, as defined in the QAP. Designated individuals may further delegate tasks associated with their role; however, the individual will be responsible for the overall function of the role.
- Area Office (AO) Coordinator for each AO within the district to serve as the primary point of contact between the AO, district laboratory, and Construction Engineering and Inspection (CEI) firms; and
- Material Quality Champion to serve as the primary point of contact between the district and MTD regarding material quality.

1.2 **Sampling and Testing Qualifications**- Define a process to ensure that all technicians performing sampling and/or testing for TxDOT projects are appropriately qualified for any test methods performed. Identify the following:
- A designated person responsible for managing technician qualifications and corresponding records retention;
- Procedures to ensure that required technician certification documentation is completed and retained within the Construction Contract Management System (CCMS), including Form 2687, when required;
- Procedures to qualify technicians by authorized district personnel;
- A designated person responsible for obtaining ACI qualification to certify district personnel for concrete test methods;
- Procedures to ensure that technicians participate and perform proficiency samples independently; and
- How the district will monitor for expiring technician qualifications.

1.3 **Equipment Requirements**- Define a process to ensure that equipment used for acceptance testing is calibrated, standardized, checked, or verified as required by applicable procedures. Identify the following:
- A designated person responsible for managing equipment requirements and corresponding records retention;
- Procedures to calibrate, standardize, check, or verify district equipment within required frequency intervals, including equipment for all AOs and field laboratories;
- Procedures to enter and update equipment inventory in the CCMS;
- Procedures to complete and store equipment records within the required location;
- How the district will ensure that equipment is shared with the contractor only when allowed by specifications.

1.4 **CEI Firm and Commercial Laboratory Qualification**- Define a process to ensure that CEI firms and commercial laboratories are qualified for the performance of required sampling and testing procedures. Identify the following:
- A designated person responsible for managing CEI firm and commercial laboratory qualification inspections and corresponding records retention;
- Procedures to conduct qualification inspections, including:
  - How the district will ensure that required inspection documentation, including supporting technician and equipment records, is complete and stored within the required location,
  - How the district will ensure that required qualification documents are completed and submitted to MTD when required, and
  - How the district will ensure that CEI firm and commercial laboratory qualification inspections are completed before the expiration of the prior laboratory qualification certificate;
- Procedures to notify the district laboratory of ongoing CEI firm and commercial lab technician qualification needs; and
- Procedures to conduct the annual audit of CEI firms and commercial laboratories to ensure continual compliance with technician records and equipment intervals, including:

- Who is responsible for performing the reviews,
- How the district will conduct and document the reviews, and
- How the district will ensure that updated technician certification and equipment records are complete and stored within the required location.

1.5 **District Oversight and Monitoring**- Define a process to monitor for continual quality program compliance. Identify the following:

- Procedures to adjust sampling and testing requirements in the CCMS, including:
  - Who is responsible for making changes in the system,
  - Who has authority to approve the changes, and
  - How the district will ensure that the reason for the change is documented;
- Procedures to ensure the completeness and accuracy of sample information and material test results entered in the CCMS, including items completed by CEI firms or commercial laboratories;
- Procedures to ensure that material samples are authorized within 30 days or justification for delayed authorization is documented;
- Procedures to complete Material Certification Letters at project-close out, including:
  - Who is responsible for completing and signing the letter,
  - How the district will identify material exceptions to be included in the letter, and
  - How the district will document and compile justifications for material exceptions identified; and
- Procedures to conduct an internal audit of the district, including:
  - The frequency of the reviews (at a minimum annually),
  - Who is responsible for performing the reviews,
  - How the district will monitor for expiring technician certifications and equipment intervals,
  - How the district will ensure that required equipment records are complete, accurate, and stored within the required location,
  - How the district will monitor the material samples dashboards for completeness, accuracy, and timely authorization of material samples,
  - How the district will document the reviews, and
  - The process for addressing the items identified during the reviews.

Appendix I
CEI Quality Control Plan Requirements

Quality Control Plan

1.1 Quality Control Plan (QCP). Develop a QCP that is project specific and developed in accordance with the DBB QAP. Submit the written QCP within 10 days after execution of the CE&I contract and before the mandatory kick-off meeting. Receive written approval from the AO on the QCP before beginning inspection, sampling and testing and for any addendums. Include the following procedures and items in the QCP:

1.1.1 Project and Personnel- For the CE&I project and personnel include:

- CSJ#, District, County, AE, Highway;
- a dedicated person responsible for quality with their current contact information (cell phone and email address) that will ensure that all CE&I and Contractor technician certifications and equipment calibrations are current, including updates to test methods, and proficiencies performed in time and independently;
- a list of the subcontractor firms and a defined scope of responsibility maintained by the principal firm to comply with the DBB QAP; names of individuals and their sampling and testing responsibilities;
- current electronic copies of certification documents for individuals performing specified sampling and testing functions;
- procedure for ensuring technicians participate and perform proficiency samples independently and how technicians will not share results; and
- handling accusations of misconduct covering: neglect, abuse, or breach of trust.

1.1.2 Laboratory- For CE&I laboratory equipment and calibration, include:

- current electronic copies of most recent equipment calibration checks where applicable and in accordance with:
  - Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
  - Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
  - Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
  - Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.
- include only equipment required for testing on this project and the support equipment such as calipers and weights;
- annual equipment calibration schedule with date(s) due;
- maintenance and repair plan for laboratory equipment;
- electronic copies of all standards used for calibrating or verifications; and
- procedures for ensuring quality is attained through laboratory testing equipment beyond the normal calibration cycle.

1.1.3 Quality- For the CE&I firm to achieve quality through inspection, sampling, and testing, include:

- a designated person responsible for the CE&I firm's adherence to the QCP;
- how QCP information will be communicated to all members of the CE&I team;
- how the firm will ensure that employees receive a copy and understand the construction Contractor's quality control plan/paving plan for each material;
- all reference document resources available to technicians;
- in-house equipment available to technicians for equipment calibration and repair;
- instructions for how laboratory equipment shall be cared for;
- procedures for establishing which equipment can be shared between the CE&I firm and the construction Contractor and the corresponding approval process;
- procedures and time limits for reporting test results to the Engineer and Contractor;
- timely review of QA test results for reasonableness and comparison of QC and QA data; and
- how the firm will protect the integrity of quality assurance data, to include:
  - do not provide the construction Contractor with the random numbers for material sampling in advance;
  - separation of review and authorization functions in SiteManager;
  - how test results will be documented in SiteManager when the tester does not directly enter the results; and
  - how the firm will ensure the correct QC and QA data is saved in SiteManager.

APPENDIX B
GUIDE SCHEDULE OF SAMPLING AND TESTING

Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule)

May 28, 2025

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Texas Department of Transportation

Using the *DBB Guide Schedule*

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring (QM), approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications. There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (All classes other than Class P): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.

The DBB Guide Schedule is applicable to all contracts associated with the 2024 Standard Specifications.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
EMBANKMENT (CUTS & FILLS)	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or project site. **(B)**	Materials with PI ≤15: 10,000 CY	When Type A embankment is required, this test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index **(A)**	Tex-106-E		Materials with PI >15: 5,000 CY	
	Gradation	Tex-110-E, Part I		Each 10,000 CY	Required when shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-Place Density **(A)**	Tex-115-E, Part I	As directed by the Engineer.	Fill: each 5,000 CY Min 1 per lift	Determine random testing locations in accordance with Tex-115-E, Part IV. Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material, and adjust the density accordingly.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for EMBANKMENT (CUTS & FILLS)				Sample in accordance with Tex-100-E.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
RETAINING WALL (SELECT BACKFILL)	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or project site. **(B)**	Each 5,000 CY	Required only for Type CS backfill. Sample in accordance with Tex-100-E.
	Gradation	Tex-110-E, Part I	During stockpiling operations, from completed stockpile, or project site. **(B)**	Each 5,000 CY	Required only for drainage aggregate. Sample in accordance with Tex-100-E.
		Tex-401-A			Required for select backfill. Sample in accordance with Tex-100-E.
	Resistivity **(A)**	Tex-129-E	During stockpiling operations, from completed stockpile, or project site. **(B)**	Each 5,000 CY	For material with resistivity between 1,500 ohm-cm and 3,000 ohm-cm, determine chloride and sulfate content as specified in Item 423. Sample in accordance with Tex-100-E.
	pH **(A)**	Tex-128-E	During stockpiling operations, from completed stockpile, or project site. **(B)**	Each 5,000 CY	Sample in accordance with Tex-100-E.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile.	1 per source, per project	Sample in accordance with Tex-100-E.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the percent loss from the Micro-Deval is not >20%. When percent loss from Micro-Deval is >20%, the magnesium soundness test governs aggregate verification. Sample in accordance with Tex-100-A.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
RETAINING WALL (SELECT BACKFILL) (continued)	In-Place Density **(A)**	Tex-115-E, Part I	As directed by the Engineer.	1 per backfill lift, per wall	Determine random testing locations in accordance with Tex-115-E, Part IV. Not required for rock backfill. For walls greater than 500 ft. in length, perform 1 test per lift for every 500 ft. in length. **(F)**
UNTREATED BASE COURSES	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow. **(B)**	Each 5,000 CY	Sample in accordance with Tex-100-E.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow. **(B)**	Each 5,000 CY	Sample in accordance with Tex-100-E.
	Gradation **(A)**	Tex-110-E, Part I	During stockpiling operations, from completed stockpile, or windrow. **(B)**	Each 5,000 CY	May require the #200 sieve when allowing to waive the unconfined compressive strength for Grade 1–Grade 2 only. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-113-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-100-E.
	Wet Ball Mill **(A)**	Tex-116-E, Parts I & II	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grade 1–Grade 2 and Grade 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-100-E.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
UNTREATED BASE COURSES (continued)	Strength **(A)**	Tex-117-E, Part II	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grade 1–Grade 2 and Grade 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to 1 per 30,000 CY. If any 1 test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Testing may be waived when meeting the #200 sieve requirement for Grade 1–Grade 2 only. Sample in accordance with Tex-100-E.
	In-Place Density **(A)**	Tex-115-E, Part I	As directed by the Engineer	Each 3,000 CY Min 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material, and adjust the density accordingly.
	Thickness **(A)**	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
	Ride Quality **(A)**	Tex-1001-S Surface Test Type B	Final riding surface of each travel lane		Only applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final riding surface, unless otherwise shown on the plans.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content **(A)**	Tex-148-E	As directed by the Engineer	1 per project	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. When treating with lime and results fail to meet specification, the Engineer may perform a pH series or as directed. This will determine if there is a significant decrease in pH to justify using more lime. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E, Part II	As directed by the Engineer	1 per 500-LF section or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow. **(B)**	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-100-E.
		Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow. **(B)**	Each 5,000 CY	Sample in accordance with Tex-100-E.
		Gradation **(A)**	Tex-110-E, Part I	During stockpiling operations, from completed stockpile, or windrow. **(B)**	Each 5,000 CY	Sample in accordance with Tex-100-E.
		Wet Ball Mill **(A)**	Tex-116-E, Part I & II	From completed stockpile at the source **(C)**	Each 20,000 CY	Required for Grade 1–Grade 2 and Grade 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-100-E.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (continued)	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial and quicklime slurry: Each 200 tons of lime, per source	Sample in accordance with Tex-600-J. Verify the source is listed on the current MPL for commercial lime slurry. Only materials appearing on the MPL will be accepted. **(C)** Verify the sources for dry lime are listed on the MPL. If not on the MPL, sample the material at a rate of 1 per source and submit to MTD for testing prior to use.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current MPL for cement. If not, sample in accordance with DMS-4600. **(C)**
	COAL ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current MPL for coal ash. Only materials from MTD-approved sources appearing on the MPL will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. **(C)**
	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, 1 test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve	Part I for Tex-120-E, Tex-121-E, Tex-122-E, or Tex-134-E	From roadway windrow after treatment	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Sample in accordance with Tex-100-E.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
TREATED SUBGRADE AND BASE COURSES (continued)	COMPLETE MIXTURE (continued)	Strength **(A)**	Part II for Tex-120-E, Tex-121-E, Tex-122-E, or Tex-134-E	From roadway after treatment	Minimum 1 per project	Perform strength testing for each different or notable change in material. For cement-treated base (CTB): A higher sampling and testing frequency of 1 test per day of production will be at the Engineer's discretion for CTB layers that are part of the pavement section. Sample in accordance with Tex-100-E.
		In-Place Density **(A)**	Tex-115-E, Part I	As directed by the Engineer	Each 3,000 CY Min 1 per lift	Determine random testing locations in accordance with Tex-115-E, Part IV. Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material, and adjust the density accordingly.
		Thickness **(A)**	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, AND RECYCLED MATERIALS	Sulfate Content	Tex-145-E, Part II	During stockpiling operations, from completed stockpile, or windrow.	Each 5,000 CY	Not required for RAP. Sample in accordance with Tex-100-E.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Sample in accordance with Tex-100-E.
	Decantation	Tex-406-A, Part I		Each 5,000 CY	Sample in accordance with Tex-100-E.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, random sampling and testing is required to avoid patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE IA – ASPHALT-TREATED BASE (Plant-Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
AGGREGATE	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-221-F.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-221-F.
	Wet Ball Mill **(A)**	Tex-116-E, Parts I & II	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-221-F.
LIME	Compliance with DMS--6350	Tex-600-J	During delivery to the project	Commercial slurry: Each 200 tons of lime slurry per source **(D)**	Sample in accordance with Tex-600-J. Verify the source is listed on the current MPL for commercial lime slurry. Only materials appearing on the MPL will be accepted. **(C)** Verify the sources of dry lime are listed on the MPL. If not on the MPL, sample the material at a rate of 1 per source and submit to MTD for testing before use. (C) On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP) AND RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-221-F.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F, Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-221-F.

TABLE IA – ASPHALT-TREATED BASE (Plant-Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank.	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate one QM sample per project in SiteManager.
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate one QM sample per project in SiteManager.
COMPLETE MIXTURE	Gradation **(A)**	Tex-200-F, Part I	Plant Mix **(C)**	20,000 CY (25,000 ton)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density **(A)**	Tex-126-E	Plant Mix **(C)**	20,000 CY (25,000 ton)	Sample in accordance with Tex-222-F.
	Percent Asphalt **(A)**	Tex-236-F	Plant Mix **(C)**	Each 1,500 CY (2,000 ton) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength—Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived. Sample in accordance with Tex-222-F.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT-TREATED BASE (Plant-Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F Part I or VI and Tex-227-F Part I or II or III	Roadway cores, as directed by the Engineer. **(C, D)**	Each 3,000 CY Min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S surface test Type A	On finished surface		Only required when shown on the plans.

TABLE IA – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, random sampling and testing is required to avoid patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
AGGREGATE	Surface Aggregate Classification **(A)**	Tex-612-J	Stockpile	1 per project, per source	Only required when shown on the plans. Verify the published value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. **(B)**
	Gradation **(A)**	Tex-200-F, Part I	Stockpile (at source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L.A. Abrasion **(A)**	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. **(B)**
	Magnesium Soundness **(A)**	Tex-411-A	Stockpile	1 per project, per source	
	Pressure Slake **(A)**	Tex-431-A	Stockpile	Each 20,000 CY	Required only for lightweight aggregate. Verify the published value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F.
	Freeze Thaw **(A)**	Tex-432-A	Stockpile	Each 20,000 CY	
	Unit Weight	Tex-404-A	Stockpile	Each 20,000 CY	
	24-hr. Water Absorption **(A)**	Tex-433-A	Stockpile	Each 20,000 CY	
	Crushed Face Count	Tex-460-A, Part I	Stockpile	Each 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material **(A)**	Tex-217-F, Part I	Stockpile	Each 10,000 CY	Sample in accordance with Tex-221-F.
	Decantation **(A)**	Tex-406-A	Stockpile	Each 10,000 CY	
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer.	

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
LRA AGGREGATE	Gradation **(A)**	Tex-200-F, Part I	Stockpile (at source or at point of delivery)	Each 3,000 tons	Rate may be reduced by MTD based on satisfactory test history. Sample in accordance with Tex-221-F.
	L.A. Abrasion **(A)**	Tex-410-A	Stockpile	Each 20,000 CY	Sample in accordance with Tex-221-F. **(B)**
	Magnesium Soundness **(A)**	Tex-411-A	Stockpile	Each 20,000 CY	
	Surface Aggregate Classification **(A)**	Tex-612-J, Tex-411-A	Stockpile	Each 20,000 CY	
	Unit Weight	Tex-404-A	Stockpile	Each 20,000 tons	Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Deleterious Material **(A)**	Tex-217-F, Part I	Stockpile	1 per month, per grade	Rate may be reduced by MTD based on satisfactory test history. Sample in accordance with Tex-221-F.
	Decantation **(A)**	Tex-406-A	Stockpile	1 per month, per grade	
	Flakiness Index	Tex-224-F	Stockpile	1 per month, per grade	
	Micro Deval	Tex-461-A	Stockpile	1 per month	Rate may be reduced by MTD based on satisfactory test history. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile	Each 6,000 tons, per grade	Rate may be reduced by MTD based on satisfactory test history. Sample in accordance with Tex-221-F.

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
LRA AGGREGATE (continued)	Naturally Impregnated Bitumen Content	Tex-236-F, Part I	Stockpile	Each 5,000 tons	Rate may be reduced by MTD based on satisfactory test history. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified.	Sample in accordance with Tex-221-F.
	Gradation **(A)**	Tex-200-F, Part I	Stockpile (at source or at point of delivery)	Each 10,000 tons	Required only for LRA aggregate. Rate may be reduced by MTD based on satisfactory test history. Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate one QM sample per project in SiteManager.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, random sampling and testing is required to avoid patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation **(B)**	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (per source)	Sample in accordance with Tex-400-A. When decant exceeds 1.5%, perform Tex-406-A, Part III to determine if higher decant values are allowed.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (per source)	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials **(B)**	Tex-413-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion **(A) (B)**	Tex-410-A		1 per project, per source	Verify the value of the source, as listed on the current MPL for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. **(C)** Sample in accordance with Tex-400-A.
		Magnesium Soundness **(A) (B)**	Tex-411-A		1 per project, per source	
	FINE AGGREGATE	Sand Equivalent **(B)**	Tex-203-F	From stockpile at concrete plant	1 per project, per source	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Organic Impurities **(B)**	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (per source)	Sample in accordance with Tex-400-A.
		Fineness Modulus **(B)**	Tex-402-A		1 per project, per source	Sample in accordance with Tex-400-A. Test combined aggregate when used. Test to confirm material variability when strength values are in question.
		Deleterious Material **(B)**	Tex-413-A		1 per project, per source	Sample in accordance with Tex-400-A. Test to confirm material variability when strength values are in question.
MINERAL AGGREGATE (continued)	FINE AGGREGATE (continued)	Acid Insoluble Residue **(A) (B)**	Tex-612-J	From stockpile at concrete plant	1 per project, per source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. **(C)** Sample in accordance with Tex-400-A.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
MIX DESIGN	Compliance with the Project Specification Items			All designs per class, per source	Verify whether cement, coal ash, slag cement, silica fume, natural pozzolan, and chemical admixture sources are listed on the MPLs. If not listed on the MPL, sample and submit to MTD for testing. **(C)** Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement, in accordance with Tex-733-I for coal ash and natural pozzolan, in accordance with ASTM C989 for slag cement, and in accordance with ASTM C1240 for silica fume.
JOINT MATERIAL	Compliance with DMS-6310			1 per project, per source	Verify the source is listed on the MPL for joint sealers. If not, sample and submit to MTD for testing. **(C)** Sample in accordance with Tex-500-C.
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See Remarks.	When requested by MTD	Only products listed on the MPL for concrete curing compounds will be allowed. **(C)** When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling.
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the MPL for evaporation retardants will be allowed.
REINFORCING STEEL	Compliance with the Project Specifications				Only materials from MTD-approved sources listed on the MPLs for reinforcing steel mills and seven-wire steel strand will be allowed. **(C)**
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-744-I	Sampled at jobsite; tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD-approved sources listed on the MPL for mechanical couplers will be allowed.
LATEX	Compliance with DMS-4640				Verify the latex is listed on the MPL for chemical admixtures.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
EPOXY	Compliance with DMS-6100, Unless Otherwise Specified		Sampled at jobsite if not preapproved by MTD	1 per batch or shipment	Verify the source is listed on the MPL for epoxies and adhesives. If not, sample in accordance with Tex-734-I and submit to MTD for testing.
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per design, per day For bridge railing and traffic railing: Testing may be reduced to 4 cylinders for each 180 CY per class, regardless of days	Sample in accordance with Tex-407-A. Making additional cylinders for 56-day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test 2 cylinders at 7 days and if the average value is below the design strength as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days (with contractor agreement) if additional cylinders were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7- and 28-day cylinders is below the design strengths, and 56-day cylinders were made, test the remaining set at 56 days.
CONCRETE (continued)	Slump	Tex-415-A	At point of concrete placement (continued)	1 test, each time strength specimens are cast	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			
ROADWAY	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	3 per Bay, per span	

TABLE III – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (B)**	**FREQUENCY OF SAMPLING (C)**	**REMARKS**
MIX DESIGN	Compliance with the Project Specification			All designs per class, per source	Verify whether cement, coal ash, slag cement, silica fume, natural pozzolans, and chemical admixture sources are listed on the MPLs. If not listed on the MPL, sample and submit to MTD for testing. **(C)** Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement, in accordance with Tex-733-I for coal ash and natural pozzolan, in accordance with ASTM C989 for slag cement, and in accordance with ASTM C1240 for silica fume.
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	2 cylinders for each 180 CY per class, per design, per day	Sample in accordance with Tex-407-A. Strength will be determined by 7-day specimens.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (Non-Structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of trucks from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

TABLE V – GROUT (VARIOUS APPLICATIONS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING**	**FREQUENCY OF SAMPLING**	**REMARKS**
ROCK/SOIL NAIL ANCHORS	MIX DESIGN	Compliance with Standard Specification Item 410 and Item 411			All designs, per source	Verify whether cement, coal ash, slag cement, silica fume, natural pozzolans, and chemical admixture sources are list on the MPLs. If not, sample and submit to MTD for testing. **(C)** Water testing is contracted by supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement, in accordance with Tex-733-I for coal ash and natural pozzolan, in accordance with ASTM C 989 for slag cement, and in accordance with ASTM C 1240 for silica fume.
	GROUT	Compressive Strength **(A) (B)**	Tex-418-A or Tex-442-A	At point of placement	1 test per 180 CY, per mix design	Sample in accordance with Tex-447-A or Tex-442-A. Strength will be determined by 7-day specimens. Cube strength based on average of 3 specimens (2-in. cubes). Cylinder strength based on average of 2 specimens (3"×6" cylinders).
MISCELLANEOUS APPLICATIONS	GROUT	Compressive Strength **(A) (B)**	Cylinders: Tex-418-A or Cubes: Tex-442-A (DMS-4675)	At point of placement	1 test per day, per product	Sample in accordance with Tex-447-A or Tex-442-A. Strength will be determined by 7-day specimens. Cube strength based on average of 3 specimens (2-in. cubes). Cylinder strength based on average of 2 specimens (3"×6" cylinders).
POST-TENSIONING	GROUT	Compressive Strength **(A) (B)**	Cylinders: Tex-418-A (DMS-4670)	At point of placement	1 test per day, per product	Sample in accordance with Tex-447-A. Compressive strength is based on average of 2 specimens (3"×6" cylinders). Test 2 cylinders at 7 days, and if the average value is below the design strength as defined in the Specification, then test the remaining 2 cylinders at 28 days.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

TABLE VI – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (per source)	Sample in accordance with Tex-400-A. When decant exceeds 1.5%, perform Tex-406-A, Part III to determine whether higher decan values are allowed.
		Sieve Analysis **(A)**	Tex-401-A		Each 20,000 CY of concrete (per source)	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (per source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion **(A)**	Tex-410-A		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. **(C)** Sample in accordance with Tex-400-A.
		Magnesium Soundness **(A)**	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	1 per project, per source	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A, only when air entrained concrete is specified.
		Sieve Analysis **(A)**	Tex-401-A		Each 20,000 CY, per source	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus **(B)**	Tex-402-A			
		Deleterious Material **(B)**	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. **(C)** Sample in accordance with Tex-400-A.

TABLE VI – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
MIX DESIGN	Compliance with Project Specifications			All designs, per class, per source	Verify if cement, coal ash, slag cement, silica fume, natural pozzolans, and chemical admixture sources are listed on the MPLs. If not, sample and submit to MTD for testing. **(C)** Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement, in accordance with Tex-733-I for coal ash and natural pozzolan, in accordance with ASTM C 989 for slag cement, and in accordance with ASTM C 1240 for silica fume.
JOINT MATERIAL	Compliance with DMS-6310			1 per project, per source	Sample in accordance with Tex-500-C. Verify the source is listed on the MPL for joint sealers. If not, sample and submit to MTD for testing. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the MPL for concrete curing compounds will be allowed. **(C)** When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling.
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the MPL for evaporation retardants will be allowed.
REINFORCING STEEL	Compliance with the Project Specifications				Only materials from MTD-approved sources listed on the MPL for reinforcing steel mills and seven-wire steel strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite; tested by MTD. See remarks.	1 per project, per size, per manufacturer	Only materials from MTD-approved sources listed on the MPL for multiple piece tie bars for concrete pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite, if not preapproved by MTD. See Remarks.	1 per project, per source	Verify the source is listed on the MPL for epoxies and adhesives. If not, sample and submit to MTD for testing. Sample in accordance with Tex-734-I.

TABLE VI – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
CONCRETE **(E)**	Strength **(A) (B)**	Tex-418-A	At point of concrete placement	4 cylinders for each 3,000 SY per class, per mix design	Sample in accordance with Tex-407-A. Select sample locations in accordance with Tex-435-A.
	Slump	Tex-415-A	At time and location when strength specimens are made	1 test, each time strength specimens are cast	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
ROADWAY	Pavement Texture	Tex-436-A	Final riding surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 ft.	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality **(A)**	Tex-1001-S surface test Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
	Depth of Joint Saw Cut	Tex-423-A, Part III	Within 24 hrs. after saw cutting or before joint sealing, whichever is sooner.	Every 500 ft. for longitudinal contraction joints or 10% of transverse contraction joints.	

TABLE VI – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.
E	Perform random sampling as specified in Tex-435-A, "Random Sampling of Hydraulic Cement Concrete for Rigid Pavements."

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347, and 348) (All testing as noted in Table VII may be waived for exempt production as defined by Specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
COARSE AGGREGATE	L.A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current MPL for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. **(C)**
	Magnesium Soundness **(A)**	Tex-411-A			
	Surface Aggregate Classification **(A)**	Tex-499-A			
	Micro-Deval	Tex-461-A		1 per aggregate source	Not required when the rated source soundness magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
FINE AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per aggregate source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 **(A)**		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample binder at hot-mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate 1 QM sample, per project in SiteManager.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347, and 348) (All testing as noted in Table VII may be waived for exempt production as defined by Specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
TACK COAT	Compliance with Item 300 **(A)**		Distributor	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate 1 QM sample, per project in SiteManager.
MIX DESIGN	Compliance with applicable Specification	Tex-204-F	At source (if not approved)	Min 1 design per mix type and asphalt grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the MPL where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%) **(A)**	Tex-236-F	Engineer truck sample **(D)**	Min. 1 per lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as Tex-210-F (ASTM D2172/AASHTO T 164).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck sample plant produced **(D)**	1 per sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Item 342 and Item 348.
	Gradation **(A)**	Tex-200-F	Engineer truck sample **(D)**	Min. 1 per 12 sublots **(E)**	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347, and 348)

(All testing as noted in Table VII may be waived for exempt production as defined by Specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
COMPLETE MIXTURE (continued)	Moisture Susceptibility	Tex-530-C	Truck sample	1 per project	When shown on the plans. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength—Dry	Tex-226-F		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer truck sample	1 per project	Sample in accordance with Tex-222-F.
	Lab-Molded Density **(A)**	Tex-207-F, Part I, Part VI, and Part VIII	Truck sample **(D)**	1 per sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate Specification Item.
	Drain Down Test **(A)**	Tex-235-F	Engineer truck sample	1 per 12 sublots	Sample in accordance with Tex-222-F. Not required for Item 341, Item 344, and Item 347.
	Hamburg Wheel Test **(A)**	Tex-242-F	Engineer truck sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 342 PFC-C, Item 348 PFC-C, and Thin Bonded Friction Course – All Types.
	Cantabro Loss **(A)**	Tex-245-F	Engineer truck sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Items 341, 344, 346, and 347.
	Overlay Test **(A)**	Tex-248-F	Engineer truck sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 342, 344, and 348.
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F, Part I, Part VI, and Part VII	Roadway **(D)**	2 cores per sublot	Two cores taken per sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347, and 348) (All testing as noted in Table VII may be waived for exempt production as defined by Specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
	Segregation Profile **(A)**	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density **(A)**	Tex-207-F, Part VII	Roadway	1 per project	Does not apply to Items 342, 347, and 348.
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Does not apply to Items 341, 344, 346, and 348 Thin Bonded Friction Course – All Types.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current MPL for silt fence, filter fabric, and fabric underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 334)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
COARSE AGGREGATE	L.A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current MPL for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. **(C)**
	Magnesium Soundness **(A)**	Tex-411-A			
	Micro-Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification **(A)**	Tex-499-A			Verify the published value of the source, as listed on the current MPL for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager QM test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 **(A)**		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample binder at hot-mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate 1 QM sample, per project in SiteManager.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 334)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
TACK COAT	Compliance with Item 300 **(A)**		Distributor	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate 1 QM sample, per project in SiteManager.
MIX DESIGN	Compliance with applicable Specification	Tex-204-F	At source (if not approved)	Min 1 design per mix type and asphalt grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the MPL where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content **(A)**	Tex-236-F	Engineer truck sample **(D)**	Min. 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck sample plant produced **(D)**	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation **(A)**	Tex-200-F	Truck sample	Min. 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
COMPLETE MIXTURE (continued)	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 334)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab-Molded Density **(A)**	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability **(A)**	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OF SAMPLING**	**FREQUENCY (Per Design)**	**REMARKS**
AGGREGATE	Magnesium Soundness **(A)**	Tex-411-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current MPL for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. **(C)**
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current MPL for BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. **(C)**
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current MPL for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. **(C)**
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile **(B)**	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 **(A)**		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate 1 QM sample, per project in SiteManager.

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OF SAMPLING**	**FREQUENCY (Per Design)**	**REMARKS**
TACK COAT	Compliance with Item 300 **(A)**		Distributor	1 per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives at the project, and that the lab number on the shipping ticket is within the valid dates shown in the MTD QM test report or in the SiteManager Assistant. The Engineer must associate 1 QM sample, per project in SiteManager.
MIX DESIGN	Compliance with applicable Specification	Tex-204-F	At source (if not approved)	Min 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current MPL for cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the Material Certification Letter at the end of the project.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

APPENDIX C
AASHTO ACCREDITED LABORATORIES

AASHTO Accredited CMT Laboratories in Texas

* Directory of accredited laboratories and scope of testing is maintained on the AASHTO Materials Reference Laboratory website at: http://www.amrl.net. Laboratory must be accredited for each specific test performed.

AGENDA ITEM REQUEST FORM: G. 29.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones

Sponsor: Commissioner Hammer

Co-Sponsor: Commissioner Smith

Agenda Item

Approve Utility Permits. **HAMMER/SMITH/A.JONES**

Summary

- **TRN-2025-10064-UTL** Spectrum proposes to install approximately 838' of new-build overlash along CR 193 along Brownson Lane. Only existing poles will be utilized.(PCT. 3) /
- **TRN-2025-10208-UTL** Spectrum & Quest Utility Construction, Inc (contractor) propose to install 12 LF via an open trench of 1-3" HDPE conduit and 1 electric cabinet along the unfinished surface of Summer Mountain Drive. (PCT. 3) /
- **TRN-2025-10220-UTL** ATCO/Frontier proposes to **o**verlash aerial fiber from pole to pole throughout multiple county roads within the Hays Country Oaks Subdivision. (PCT. 4) /
- **TRN-2025-10257-UTL** Spectrum to repair damaged cable on existing spectrum-owned communications poles located along W Fitzhugh Lane to restore emergency communication services to affected businesses & residents. (PCT. 3) /
- **TRN-2025-10265-UTL** Texas Water Company is proposing to instal**l** a residential waterline for a single-family home via road-cut.They will be tapping into our main line at 820 Scenic Circle and bringing a service line across the street to set a meter. (PCT. 4)

Attachments

Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
Permit
Site Plan

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 07/15/2025 .

Utility Company Information:

Name: Spectrum
Address: 810 W. Howard Ln Austin TX
Phone: 7373764884
Contact Name: Zane Kellum

Engineer / Contractor Information:

Name: Entrust Solutions
Address: FM 1600 and Limmer Loop San Antonio TX 78259
Phone: 5122029769
Contact Name: Priscilla Gonzalez

Hays County Information:

Utility Permit Number: TRN-2025-10064-UTL
Type of Utility Service: Fiber Optic
Project Description:
Road Name(s): CR 193, FM 12
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☐ Boring ☐ Trenching ☒ Overhead ☐ N/A

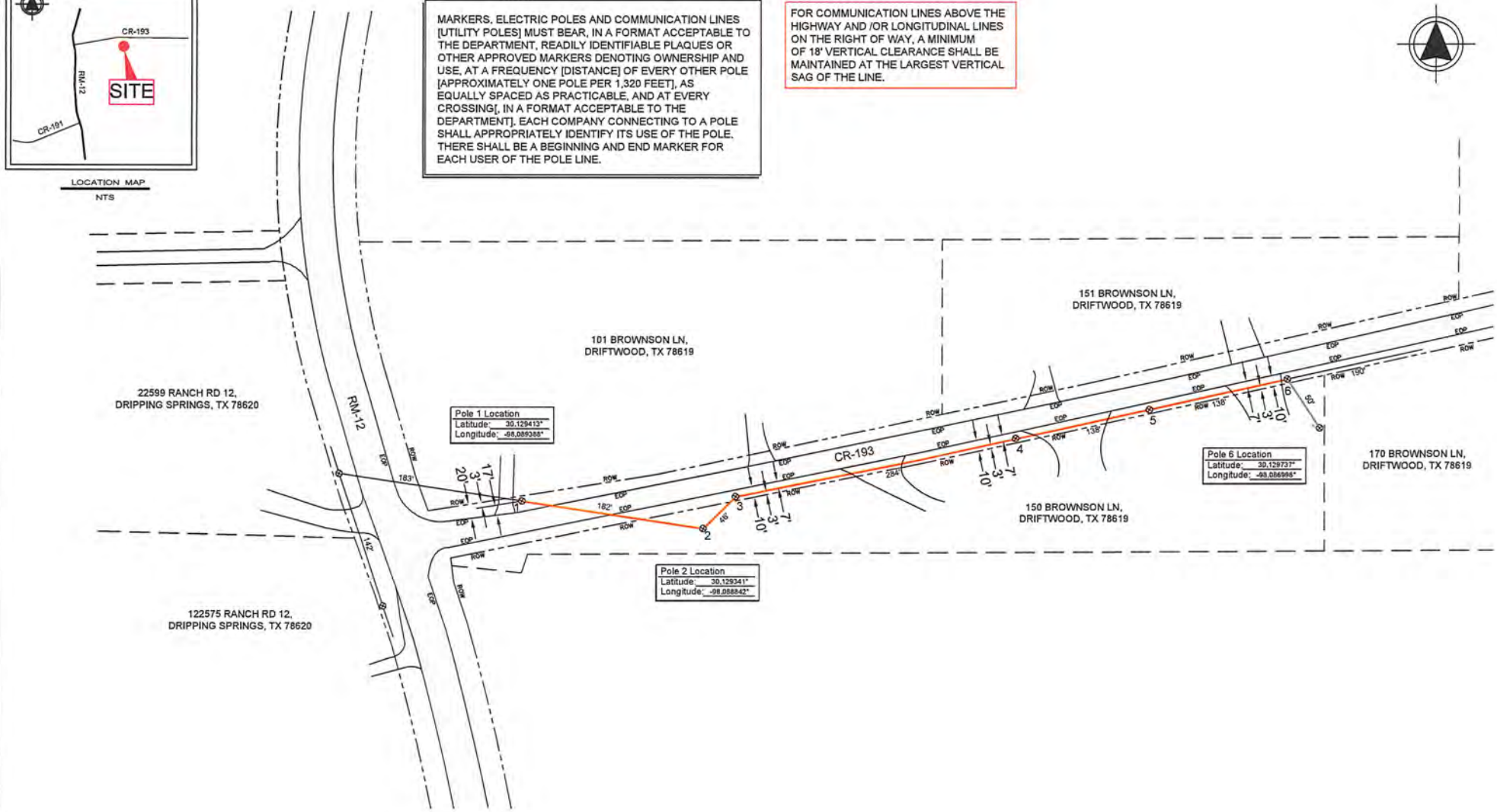
Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Signature Title Date

LOCATION MAP
NTS

MARKERS, ELECTRIC POLES AND COMMUNICATION LINES [UTILITY POLES] MUST BEAR, IN A FORMAT ACCEPTABLE TO THE DEPARTMENT, READILY IDENTIFIABLE PLAQUES OR OTHER APPROVED MARKERS DENOTING OWNERSHIP AND USE, AT A FREQUENCY [DISTANCE] OF EVERY OTHER POLE [APPROXIMATELY ONE POLE PER 1,320 FEET], AS EQUALLY SPACED AS PRACTICABLE, AND AT EVERY CROSSING[, IN A FORMAT ACCEPTABLE TO THE DEPARTMENT]. EACH COMPANY CONNECTING TO A POLE SHALL APPROPRIATELY IDENTIFY ITS USE OF THE POLE. THERE SHALL BE A BEGINNING AND END MARKER FOR EACH USER OF THE POLE LINE.

FOR COMMUNICATION LINES ABOVE THE HIGHWAY AND /OR LONGITUDINAL LINES ON THE RIGHT OF WAY, A MINIMUM OF 18' VERTICAL CLEARANCE SHALL BE MAINTAINED AT THE LARGEST VERTICAL SAG OF THE LINE.



Spectrum

PROJECT: ENT DURAPLAY--DURAPLAY			
LOCATION: 150 BROWNSON LN			
DRAWN: ENTRUST	DATE: 06-24-25	SCALE: NTS	APPLICATION: COUNTY PERMIT
PROJECT #: 6053713	CITY: DRIFTWOOD, TX	PAGE: 1 OF 1	APPROVED BY: RUSTY DICKSON

LEGEND

- NEW POLE
- POLE RISER
- STEEL POLE
- TRANSFORMER POLE
- POWER POLE
- W — WATER UTILITY
- G — NATURAL GAS UTILITY
- GR — GRANDE UTILITY
- T — TELEPHONE UTILITY
- E — ELECTRIC UTILITY
- SS — SANITARY SEWER UTIL.
- SC — EX. SPECTRUM CONDUIT
- UG — UNDERGROUND
- ROW — RIGHT OF WAY LINE
- EXISTING CURB
- EOP — EDGE OF PAVEMENT
- DOWN GUY & ANCHOR
- SIDEWALK GUY & ANC.
- NEW BUILD
- OVERLASH
- NEW UG TRENCH
- NEW UG BORE

REVISIONS	
DATE	COMMENTS
	SM

PREPARED BY:

ENTRUST SOLUTION GROUP

Hays County Transportation Department

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UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 09/01/2025 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 5127490384
Contact Name: Guillermo Hernandez

Engineer / Contractor Information:

Name: Quest Utility Construction, Inc
Address: 7500 Rialto Blvd Austin TX 78735
Phone: 5124005225
Contact Name: David Maholick

Hays County Information:

Utility Permit Number: TRN-2025-10208-UTL
Type of Utility Service: Telecom - Fiber
Project Description:
Road Name(s): Summer Mountain Dr
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ?

☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Signature Title Date

SHEET INDEX:

1. COVER
2. GENERAL NOTES
3. UTILITY PLAN & PROFILE STA 1+00 – END
4. TYPICAL DETAILS
5. TRENCH DETAILS
6. PROPOSED SPECTRUM ELECTRICAL CABINET DETAILS
7. TRAFFIC CONTROL DETAILS

SPECTRUM
6069055
POWER SUPPLY BUILD – 100 SUMMER MOUNTAIN
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
100 SUMMER MOUNTAIN DR
SAN MARCOS, TX 78666

OWNER:
GUILLERMO HERNANDEZ
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
GUILLERMO.R.HERNANDEZ@CHARTER.COM
512-749-0384

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 200
ROUND ROCK, TX 78681
UTILITIES@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA ENGINEERING, INC
FRN - F-1386

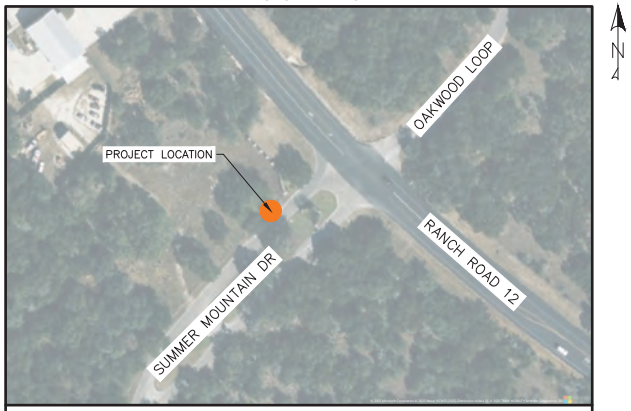
2700 LA FRONTERA BLVD, STE 200
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:

ENGINEER OF RECORD — DATE: 8/18/2025

12 LF OF OPEN TRENCH



LOCATION MAP — N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

PRINTED: 8/18/2025 9:54 AM
8/18/2025 9:44 AM
S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2025\2605-25-C338 Power Supply Build-100 Summer Mountain (6069055)\CAD\UNDERGROUND DESIGN\6069055_POWER SUPPLY BUILD - 100 SUMMER MOUNTAIN_LG PLAN SHEETS.dwg
SAVED BY: Aeimmer
USER: Andrew Sommer
SAVED:

GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.

2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.

3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.

4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.

6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.

7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.

8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.

9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.

10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.

11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.

13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.

16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TXDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).

17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.

21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.

22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.

23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.

24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.

25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"

26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.

27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.

28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.

29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.

30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.

32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.

33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.

36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.

37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

38. ELECTRIC FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING ELECTRIC FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED ELECTRIC FIELD PERSONNEL.

39. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

40. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.

41. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

42. CONTRACTOR SHALL NOTIFY BUS AND RAILROADS 48 HOURS IN ADVANCE OF CONSTRUCTION.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

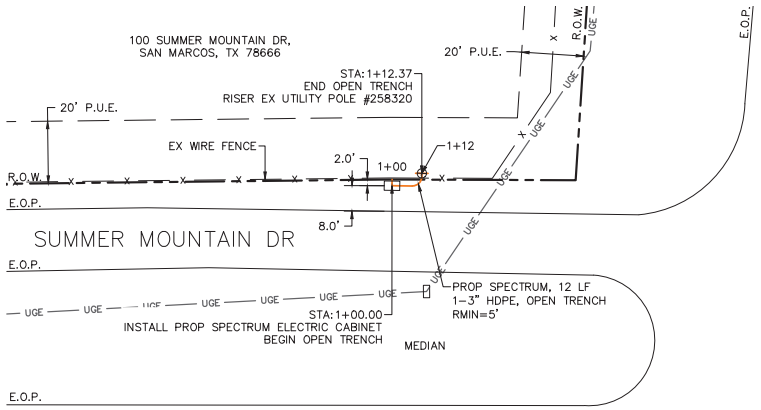
Spectrum

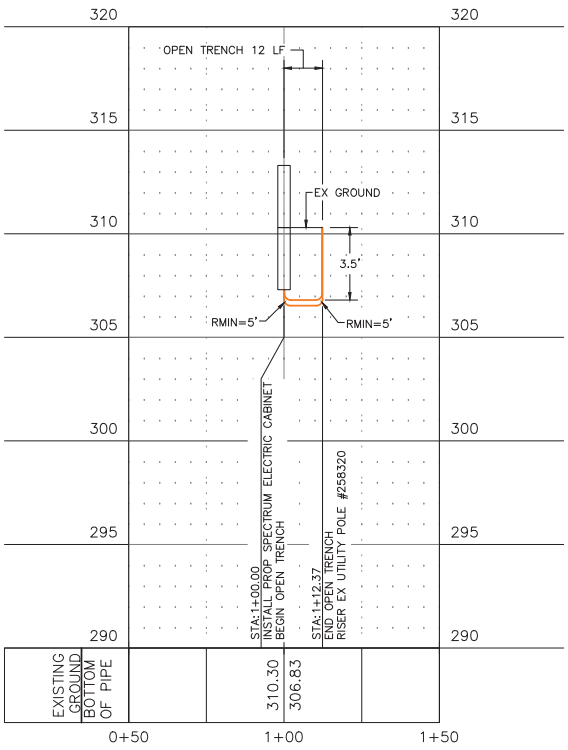
LJA ENGINEERING, INC
FRN - F-1386

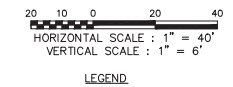
SPECTRUM
6069055
POWER SUPPLY BUILD – 100 SUMMER MOUNTAIN

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY: AS	SCALE:
DRAWN BY: AS	HORIZONTAL: N/A
CHECKED BY: RS	VERTICAL: N/A
APPROVED BY: SC	SHEET: 1 OF 1
PROJECT NO: 2605-25-C338	
DATE: 8/18/2025	PAGE: 2







LEGEND

- PROP BORE
- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SS — EX STORM SEWER
- UGE — EX ELECTRIC
- GAS — EX GAS
- UGT — EX TELECOM
- EX ROADWAY
- X — EX FENCE
- R.O.W.
- EX UTILITY POLE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL POTHOLE ANY EXISTING UTILITY TO VERIFY DEPTH IS NOT IN CONFLICT WITH PROPOSED ALIGNMENT.
3. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 42" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
4. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
5. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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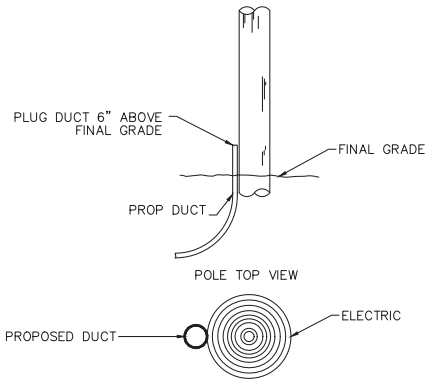
Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
6069055
POWER SUPPLY BUILD – 100 SUMMER MOUNTAIN

BURIED IMPROVEMENTS
UTILITY PLAN & PROFILE STA 1+00 – END

DESIGN BY:	AS	SCALE:	
DRAWN BY:	AS	HORIZONTAL:	1"=40'
CHECKED BY:	RS	VERTICAL:	1"=6'
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-25-C338	PAGE:	3
DATE:	8/18/2025		



TYPICAL RISER DETAILS
N.T.S.

RISER GENERAL NOTES

1. RISER TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISER SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
3. NO MORE THAN 3 RISERS PER POLE.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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POWER SUPPLY BUILD – 100 SUMMER MOUNTAIN

BURIED IMPROVEMENTS
TYPICAL DETAILS

DESIGN BY:	AS	SCALE:	
DRAWN BY:	AS	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-25-C338	PAGE:	4
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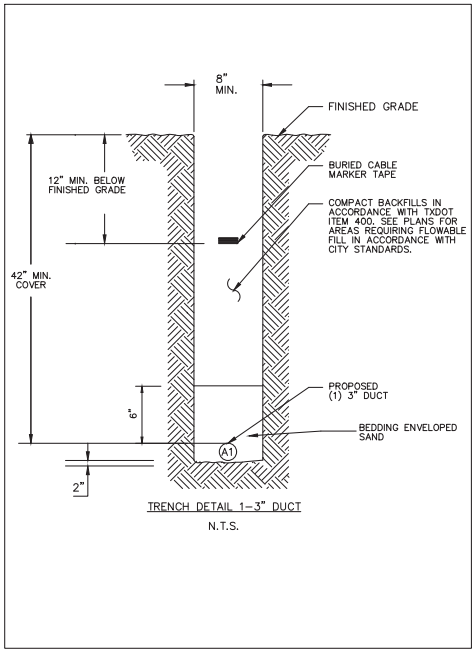

TRENCH DETAIL 1–3" DUCT

N.T.S.

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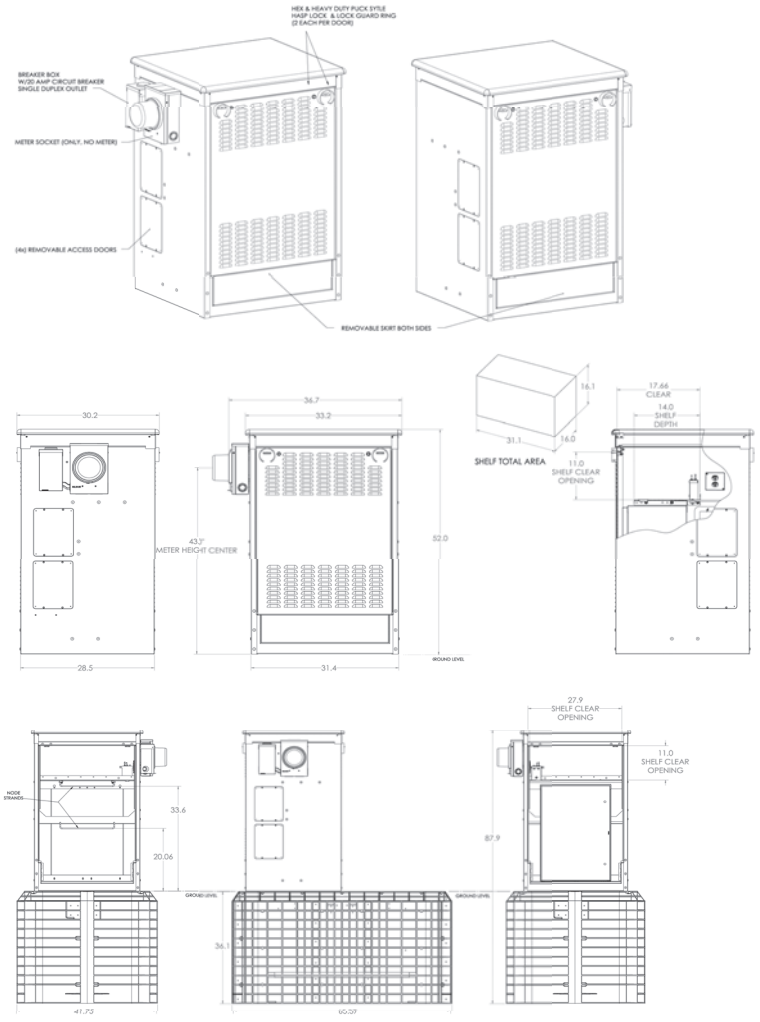
SPECTRUM
6069055
POWER SUPPLY BUILD – 100 SUMMER MOUNTAIN

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY:	AS	SCALE:	
DRAWN BY:	AS	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO: 2605-25-C338		PAGE:	5
DATE: 8/18/2025			

DIAGRAM/DIMENSIONS



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SPECTRUM
6069055
POWER SUPPLY BUILD – 100 SUMMER MOUNTAIN

BURIED IMPROVEMENTS
PROPOSED SPECTRUM ELECTRICAL CABINET DETAILS

DESIGN BY:	AS	SCALE:	
DRAWN BY:	AS	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
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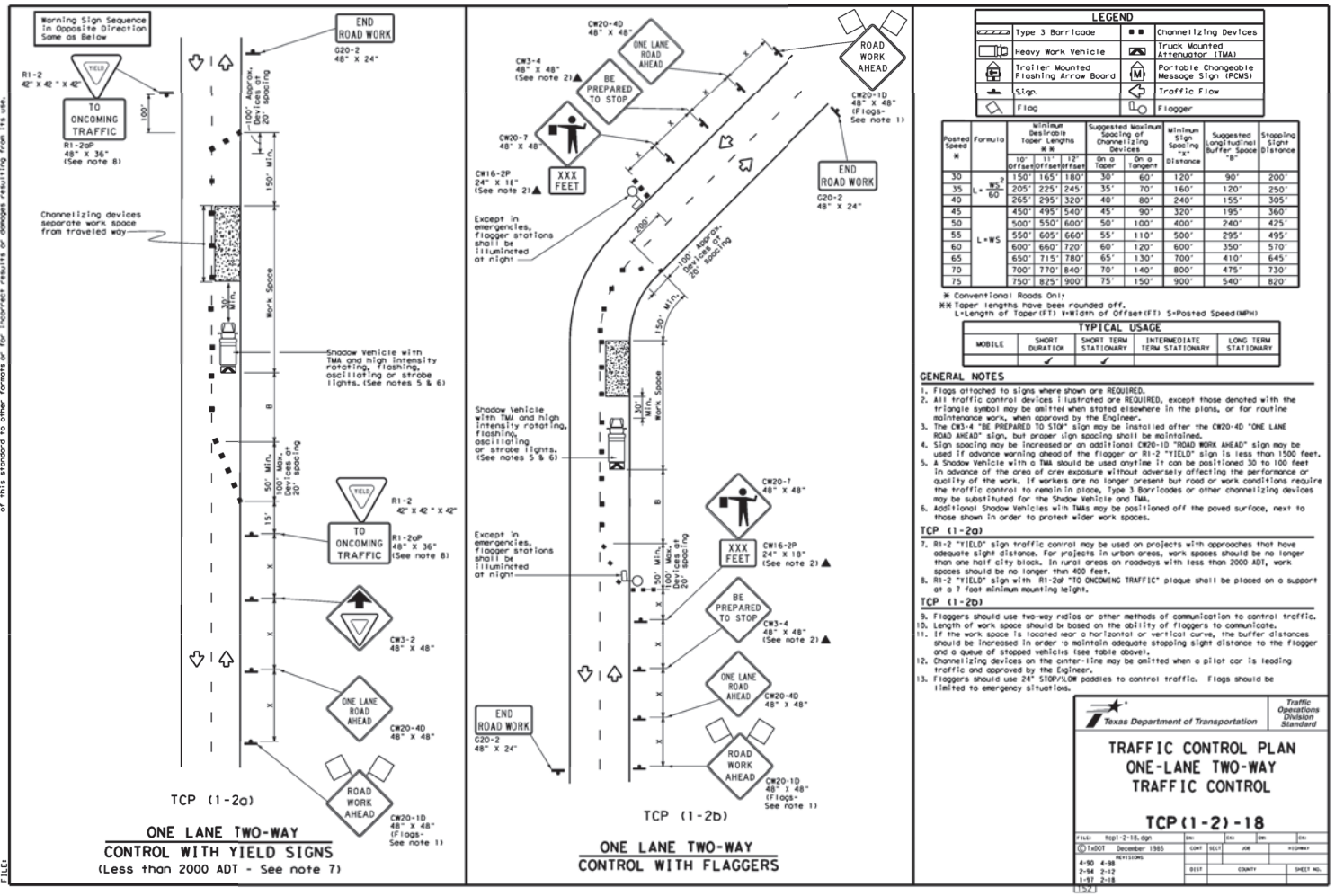


DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any purpose whatsoever. The Texas Department of Transportation assumes no responsibility for the use of this standard as applied to any project and disclaims any liability for the use of this standard or for any errors or omissions that may appear in this standard or for incorrect results or damages resulting from its use.

DATE:
FILE:

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	$L=WS$	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

1572

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
6069055
POWER SUPPLY BUILD – 100 SUMMER MOUNTAIN

BURIED IMPROVEMENTS
TRAFFIC CONTROL DETAILS

DESIGN BY:	AS	SCALE:	
DRAWN BY:	AS	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-25-C338	PAGE:	7
DATE:	8/18/2025		

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 09/17/2025 .

Utility Company Information:

Name: Frontier Communications
Address: 3827 Morse St Denton TX
Phone: 2142828811
Contact Name: Korey Childs

Engineer / Contractor Information:

Name: Wise Connect
Address: 99 Dupree Dr Buda TX 78610
Phone: 5127574302
Contact Name: Clint West

Hays County Information:

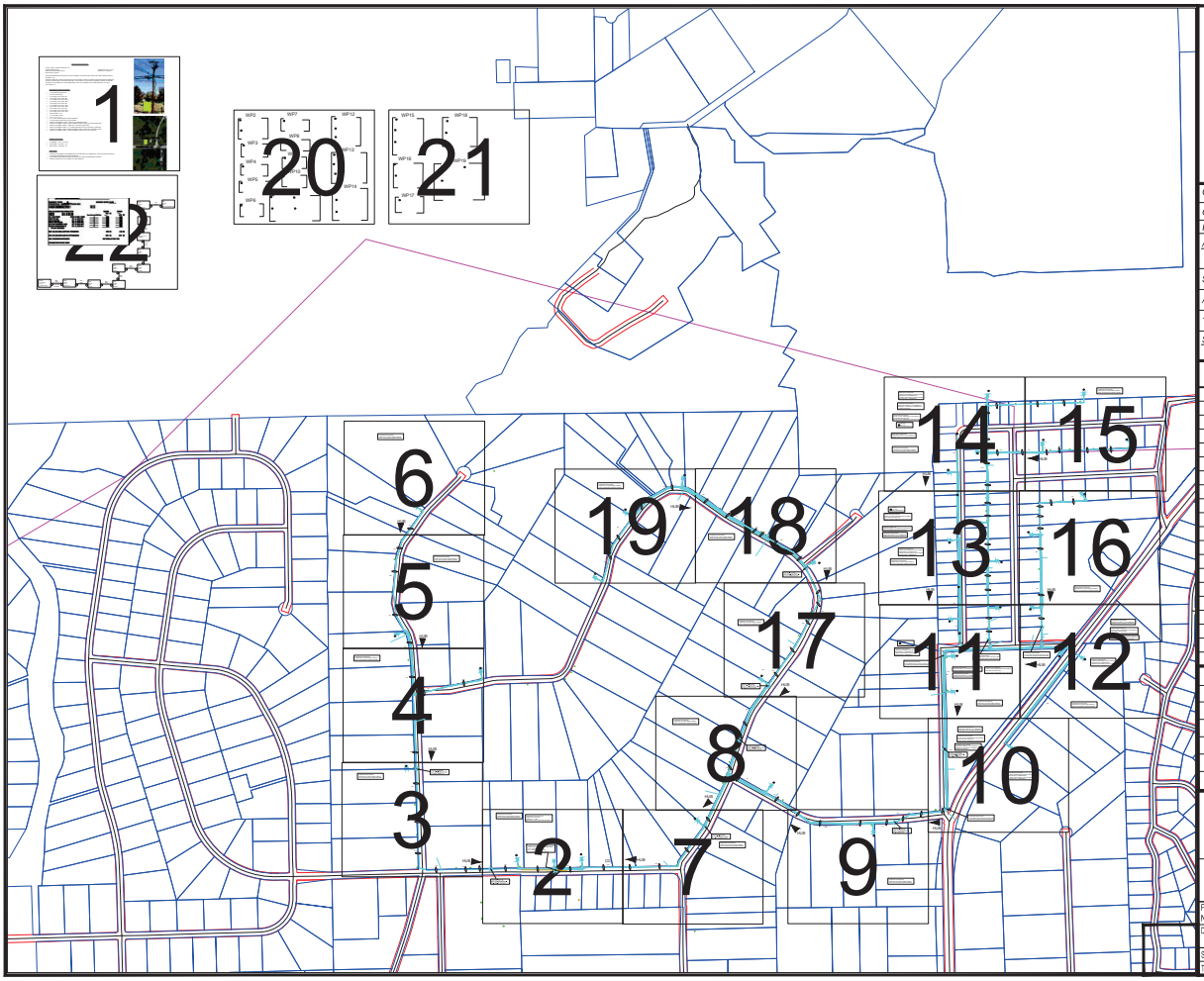
Utility Permit Number: TRN-2025-10220-UTL
Type of Utility Service: Fiber Optic
Project Description:
Road Name(s): Scenic Oaks Trl, Elliott Ranch Rd, Country Oaks Dr, Jerrys Ln, Oakwood Dr, FM-1626
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ?

☒ Boring ☐ Trenching ☒ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Signature Title Date



CUSTOMER:

ORDER #:

ISSUED: DUE:

ADDRESS:

SERVICE TYPE:

ASSIGNMENT:

TEST: dB @ kHz

SPECIAL NOTES:

UNITS / ACCT CODES

REVISIONS

Frontier COMMUNICATIONS

FIBER CONSTRUCTION

PROJECT NUMBER:	5286689	C.O. AREA: —	
		EXCH. CODE: BUDA	
DRAWN DATE: 10/13/2021	ENGR: LUCK GROVE	CNTY: —	
	PHONE: —	FILE: 5286689_H1014_BUDA_DWG	
SCALE: 1:845.7	TAX DISTRICT: —	DWG 1 OF 24	
TWNSHP: —	RNG: —	SEC: —	

PROJECT DESCRIPTION

FTTH - GPON TOWN OF BUDA, TX
EXCHANGE: BUDA
WIRE CENTER: BUDATXXA
DPI OFFICE: CQFTP

INFINIUM EST #: XXX
PROJECT #: 5286689

THIS WORK ORDER IS ISSUED TO PLACE FIBER FACILITIES FOR THE FTTH-GPON DEPLOYMENT IN BUDA, TX.
THE PON SERVING AREA IS HUB 288, H1014 (202 HH'S) AND IT COVERS THE FOLLOWING STREETS: ELLIOTT RANCH RD, TANGLEWOOD TRL, LIVE OAK LN, COUNTRY OAKS DR, SCENIC OAKS TRL, ZACHS PATH, JERRYS LN, OAKWOOD DR, N FM 1626, HARDIN LOOP, RED BUD TRL, FM 1626, COUNTRY LN

EQUIPMENT AND MATERIAL

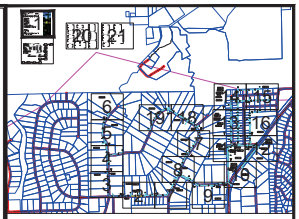
* (1) 288 FDH PAD MOUNT
* (2) 1X32 SPLITTER
* (2) Corning 4 Port Term 100'
* (2) Corning 4 Port Term 500'
* (1) Corning 4 Port Term 1000'
* (1) Corning 4 Port Term 1500'
* (4) Corning 6 Port Term 100'
* (5) Corning 6 Port Term 1000'
* (6) Corning 6 Port Term 1500'
* (4) Corning 8 Port Term 100'
* (4) Corning 8 Port Term 1000'
* (5) Corning 8 Port Term 1500'
* 6560' Innerduct 1.25"
* (1) 3X3 HUB VAULT
* (4) 11" X 11" X 11"
* (11) 17X30 BULK SPECIAL BLACK BODY
* (5) 24X36 BULK SPECIAL BLACK BODY
* 9900' OF 288 FIBER CABLE - HUB TO P.9 RED BUD TRL
* 1200' OF 48 FIBER CABLE - HH#2 HARDIN LOOP TO HH#12616 RED BUD TRL
* 4000' OF 48 FIBER CABLE - HUB TO P.7 SCENIC OAKS TRL
* 4600' OF 48 FIBER CABLE - P.7 OAKWOOD DR TO P.20 COUNTRY OAKS DR
* 1000' OF 48 FIBER CABLE - HH#8 HARDIN LOOP TO HH#1401 HARDIN LOOP
* 1300' OF 48 FIBER CABLE - HH#9 HARDIN LOOP TO P.4 LIVE OAK LN

FIBER INVENTORY

* F1 FIBERS -- FC711, 661-672
* SPLITTER 1: H1014A, 1-32
* SPLITTER 2: H1014B, 1-32

REMARKS

* (LINE) PLACE FIBER AND TERMINALS. OVERLASH ALL TERMINAL TAILS TO SPLICE POINTS UNLESS OTHERWISE STATED ON PRINTS
* ALL FIBER COILS INDICATED ARE TO BE 50' UNLESS OTHERWISE NOTED
* ADD 50' LOOPS TO ALL CABLES AT THE SPLICES



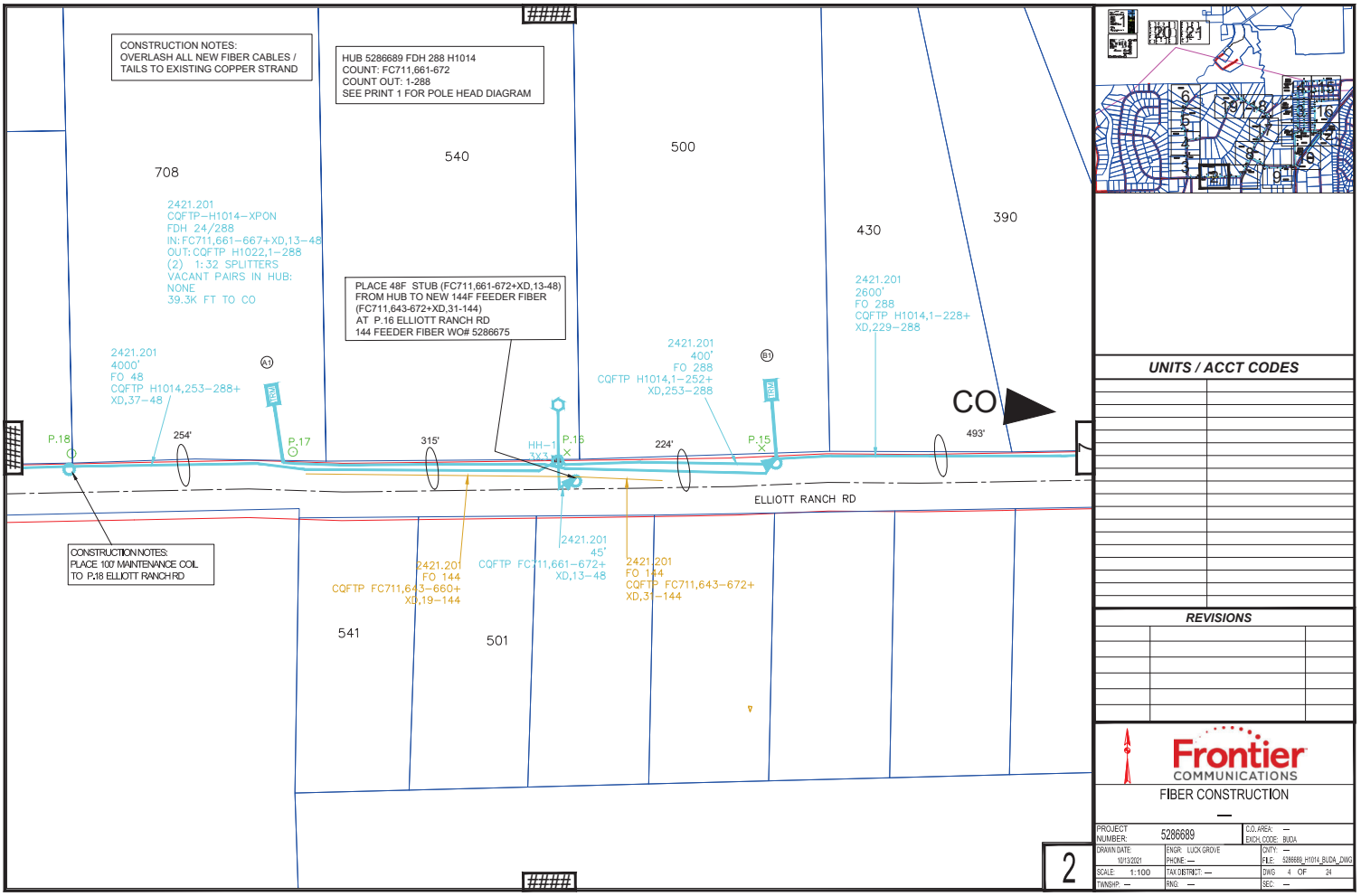
UNITS / ACCT CODES

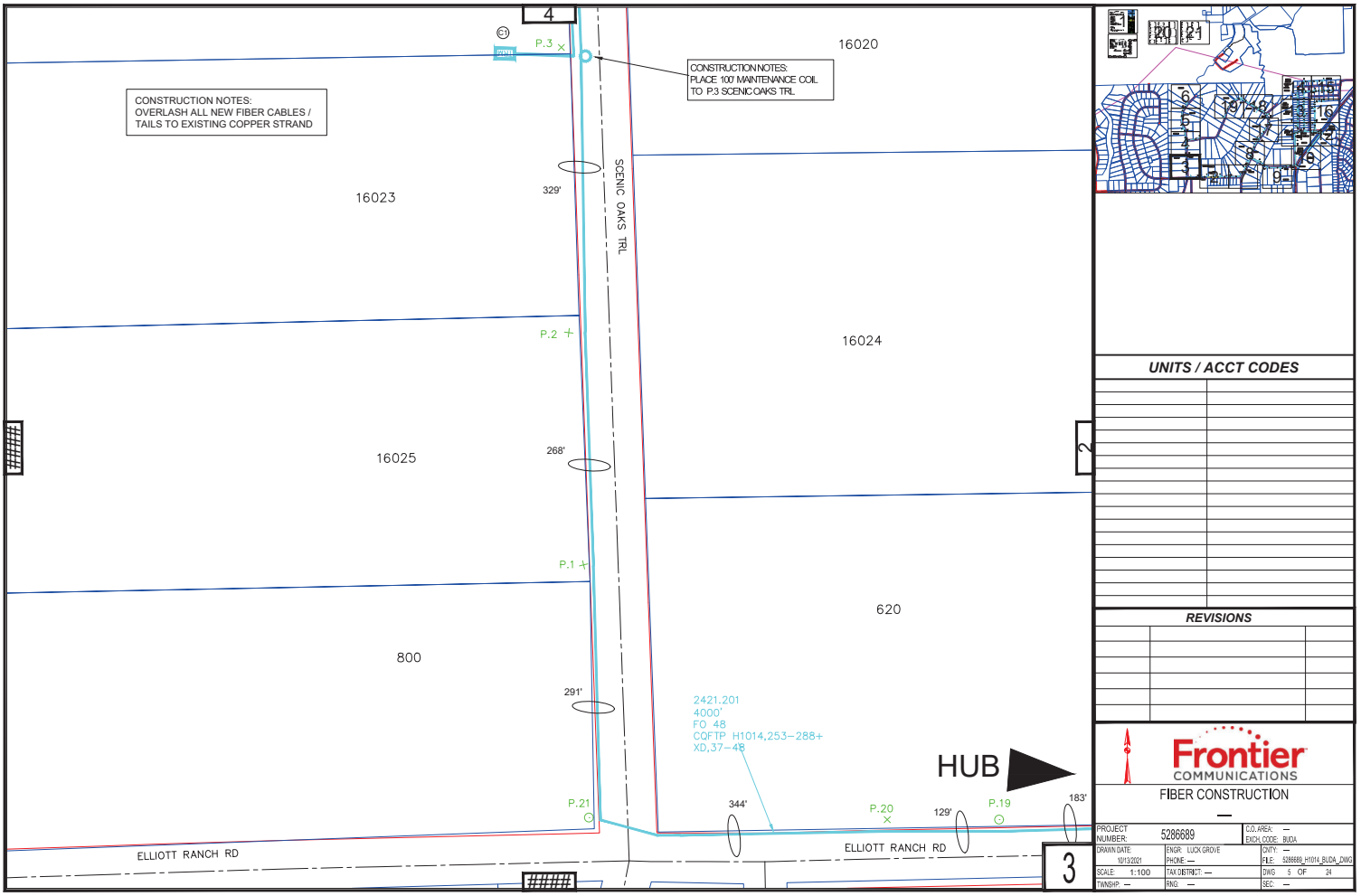
REVISIONS

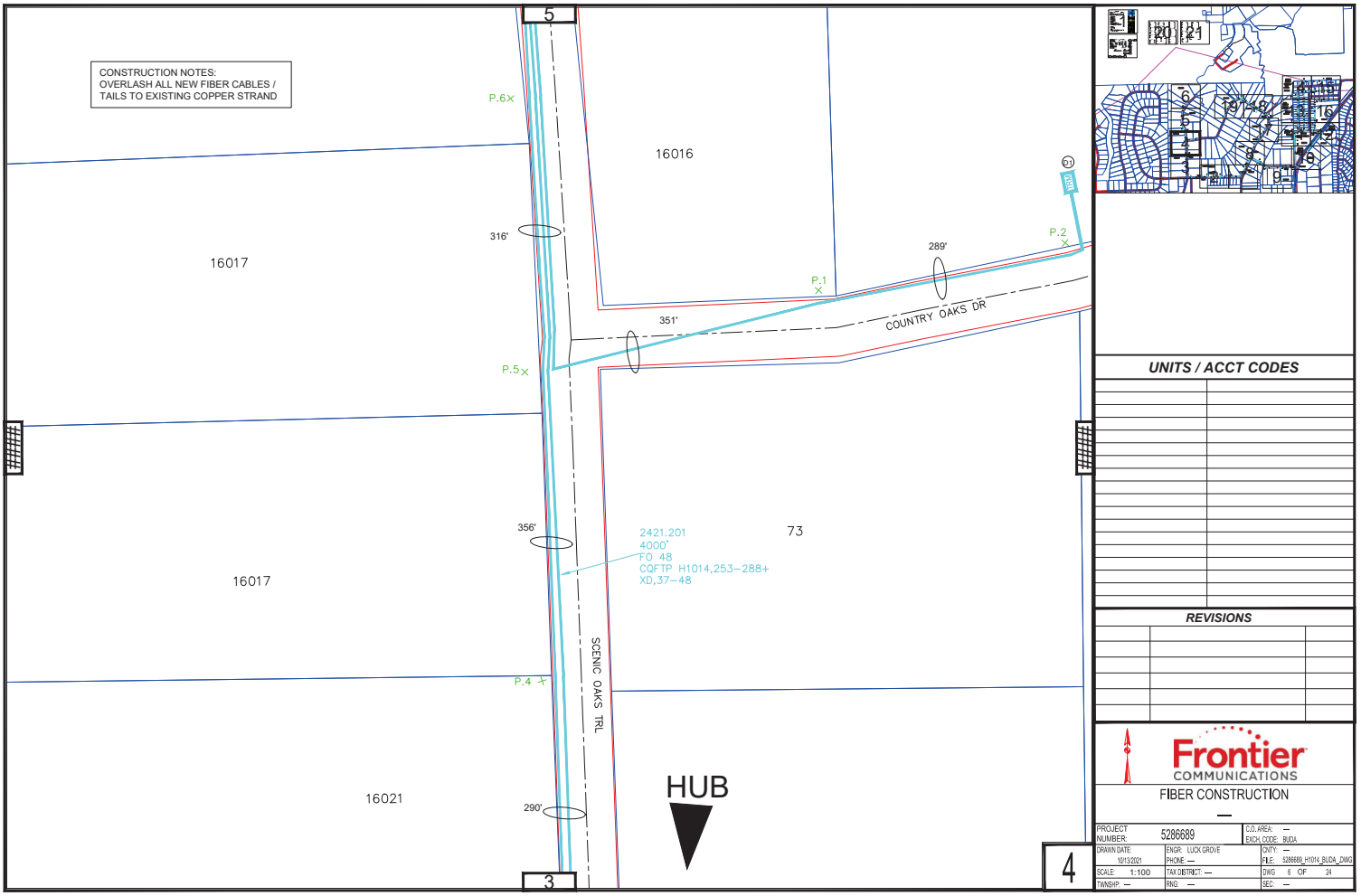
Frontier COMMUNICATIONS

FIBER CONSTRUCTION

PROJECT NUMBER:	5286689	C.O. AREA: —	
		EXCH. CODE: BUDA	
DRAWN DATE: 10/13/2021	ENGR: LUCK GROVE	CNTY: —	
	PHONE: —	FILE: 5286689_H1014_BUDA_DWG	
SCALE: 1:100	TAX DISTRICT: —	DWG 3 OF 24	
TWNSHP: —	RNG: —	SEC: —	


CONSTRUCTION NOTES:
OVERLASH ALL NEW FIBER CABLES /
TAILS TO EXISTING COPPER STRAND
HUB 5286689 FDH 288 H1014
COUNT: FC711,661-672
COUNT OUT: 1-288
SEE PRINT 1 FOR POLE HEAD DIAGRAM
708
540
500
430
390
2421.201
CQFTP-H1014-XPON
FDH 24/288
IN: FC711,661-667+XD,13-48
OUT: CQFTP H1022,1-288
(2) 1:32 SPLITTERS
VACANT PAIRS IN HUB:
NONE
39.3K FT TO CO
PLACE 48F STUB (FC711,661-672+XD,13-48)
FROM HUB TO NEW 144F FEEDER FIBER
(FC711,643-672+XD,31-144)
AT P.16 ELLIOTT RANCH RD
144 FEEDER FIBER WO# 5286675
2421.201
4000'
FO 48
CQFTP H1014,253-288+
XD,37-48
2421.201
400'
FO 288
CQFTP H1014,1-252+
XD,253-288
2421.201
2600'
FO 288
CQFTP H1014,1-228+
XD,229-288
CO
P.18
P.17
P.16
P.15
254'
315'
224'
493'
ELLIOTT RANCH RD
CONSTRUCTION NOTES:
PLACE 100' MAINTENANCE COIL
TO P.18 ELLIOTT RANCH RD
2421.201
FO 144
CQFTP FC711,643-660+
XD,19-144
2421.201
45'
CQFTP FC711,661-672+
XD,13-48
2421.201
FO 144
CQFTP FC711,643-672+
XD,31-144
541
501
2
UNITS / ACCT CODES
REVISIONS
Frontier
COMMUNICATIONS
FIBER CONSTRUCTION
PROJECT NUMBER: 5286689
C.O. AREA: —
EXCH. CODE: BUDA
DRAWN DATE: 10/13/2021
ENGR: LUCK GROVE
PHONE: —
CNTY: —
FILE: 5286689_H1014_BUDA_DWG
SCALE: 1:100
TAX DISTRICT: —
DWG 4 OF 24
TWNSHP: —
RNG: —
SEC: —


4
CONSTRUCTION NOTES:
OVERLASH ALL NEW FIBER CABLES /
TAILS TO EXISTING COPPER STRAND
P.3
CONSTRUCTION NOTES:
PLACE 100' MAINTENANCE COIL
TO P.3 SCENIC OAKS TRL
16020
16023
329'
SCENIC OAKS TRL
16024
P.2
16025
268'
P.1
620
800
291'
2421.201
4000'
FO 48
CQFTP H1014,253-288+
XD,37-48
HUB
P.21
344'
P.20
129'
P.19
183'
ELLIOTT RANCH RD
ELLIOTT RANCH RD
3
2
UNITS / ACCT CODES
REVISIONS
Frontier
COMMUNICATIONS
FIBER CONSTRUCTION
PROJECT NUMBER: 5286689
C.O. AREA: —
EXCH. CODE: BUDA
DRAWN DATE: 10/13/2021
ENGR: LUCK GROVE
PHONE: —
CNTY: —
FILE: 5286689_H1014_BUDA_DWG
SCALE: 1:100
TAX DISTRICT: —
DWG 5 OF 24
TWNSHP: —
RNG: —
SEC: —



UNITS / ACCT CODES

REVISIONS

Frontier COMMUNICATIONS

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	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
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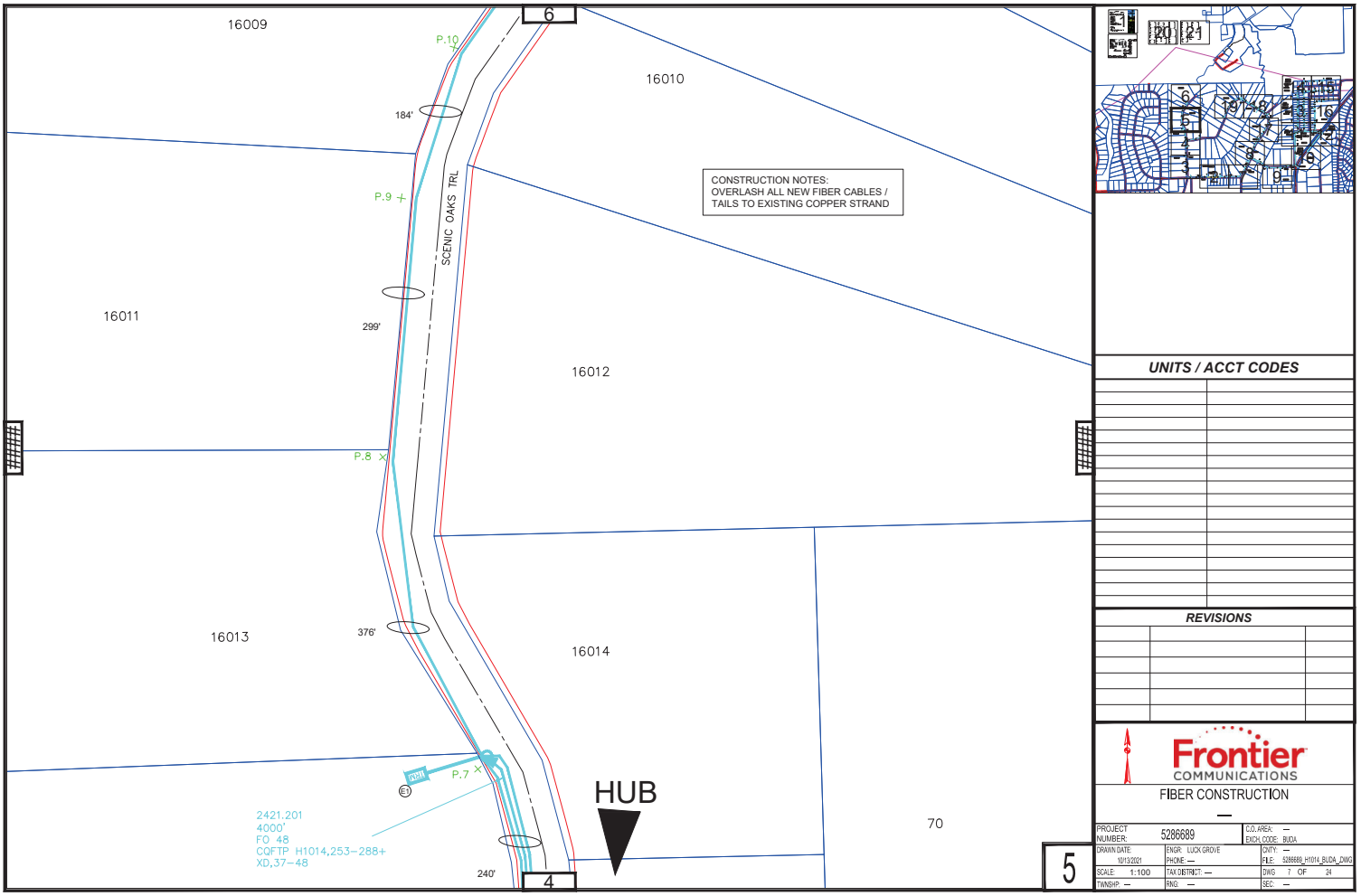
TWNSHP: —	RNG: —	SEC:	—



UNITS / ACCT CODES

REVISIONS

Frontier COMMUNICATIONS

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		EXCH. CODE:	BUDA
DRAWN DATE: 10/13/2021	ENGR: LUCK GROVE	CNTY:	—
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SCALE: 1:100	TAX DISTRICT: —	DWG	7 OF 24
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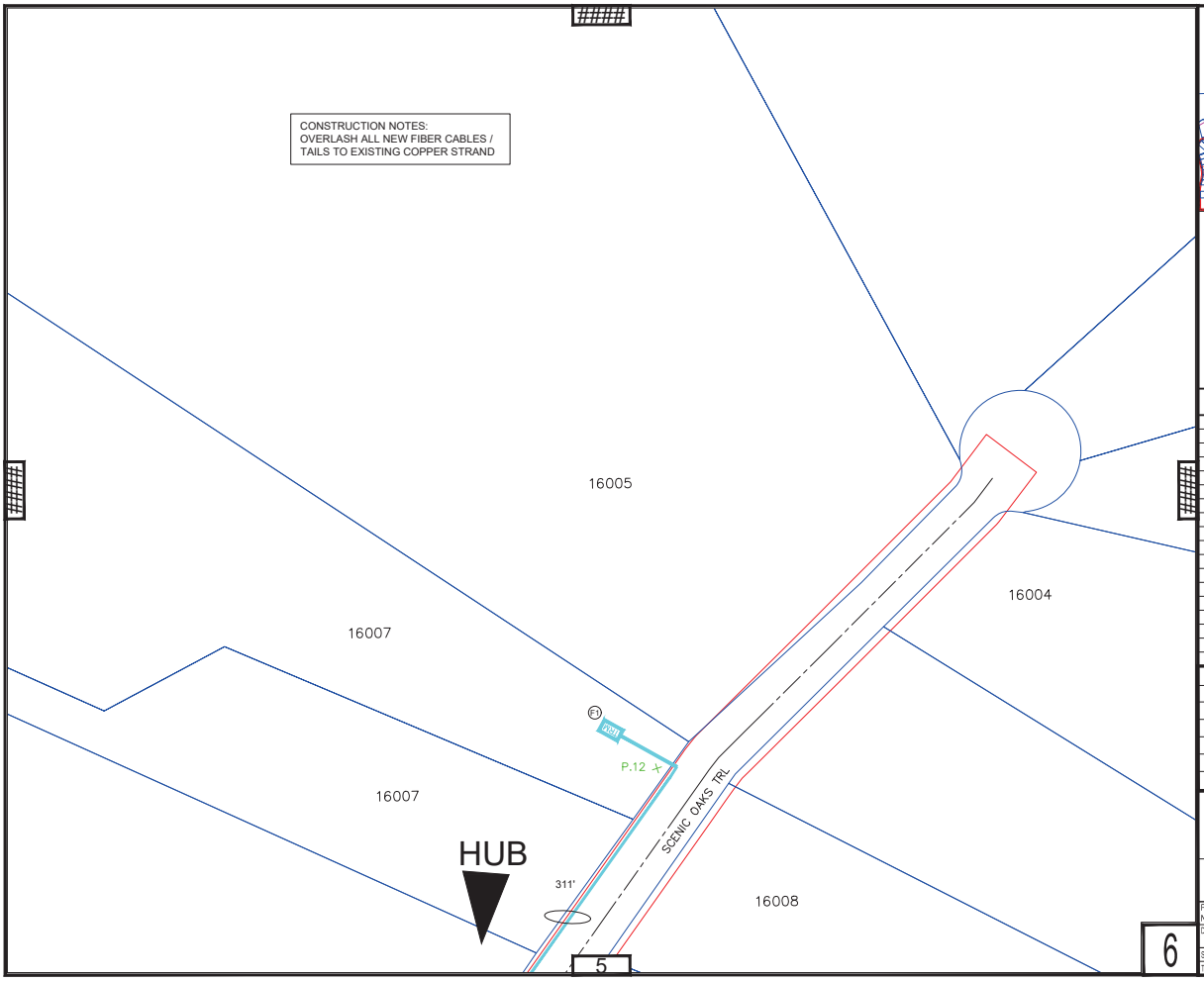

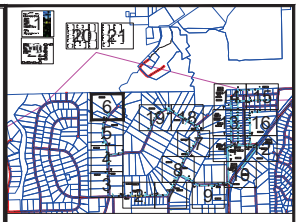

UNITS / ACCT CODES

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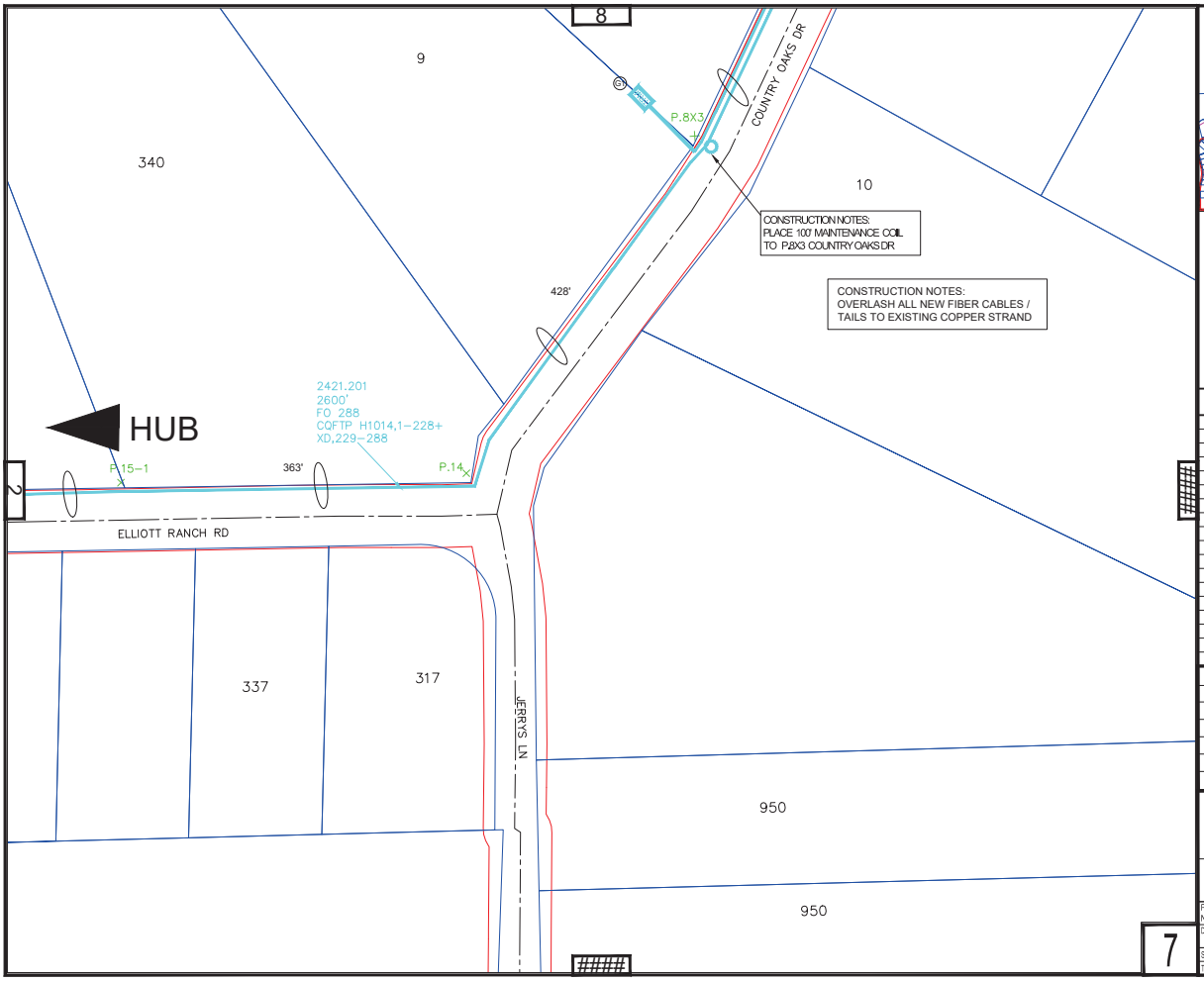
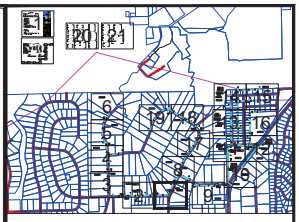
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	8 OF 24
TWNSHP: —	RNG: —	SEC:	—





UNITS / ACCT CODES

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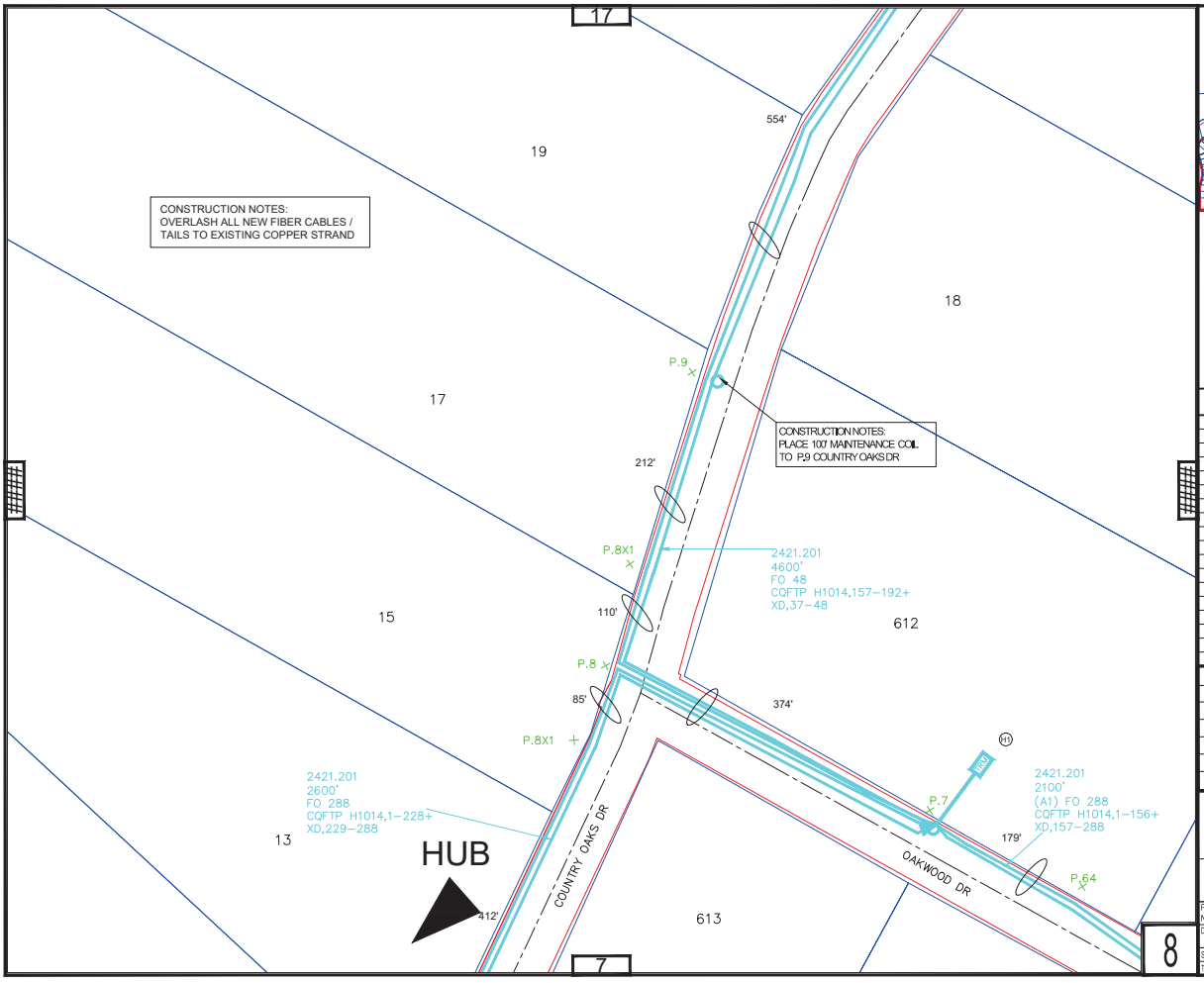
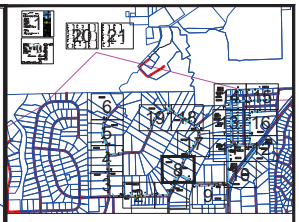
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	9 OF 24
TWNSHP: —	RNG: —	SEC:	—





UNITS / ACCT CODES

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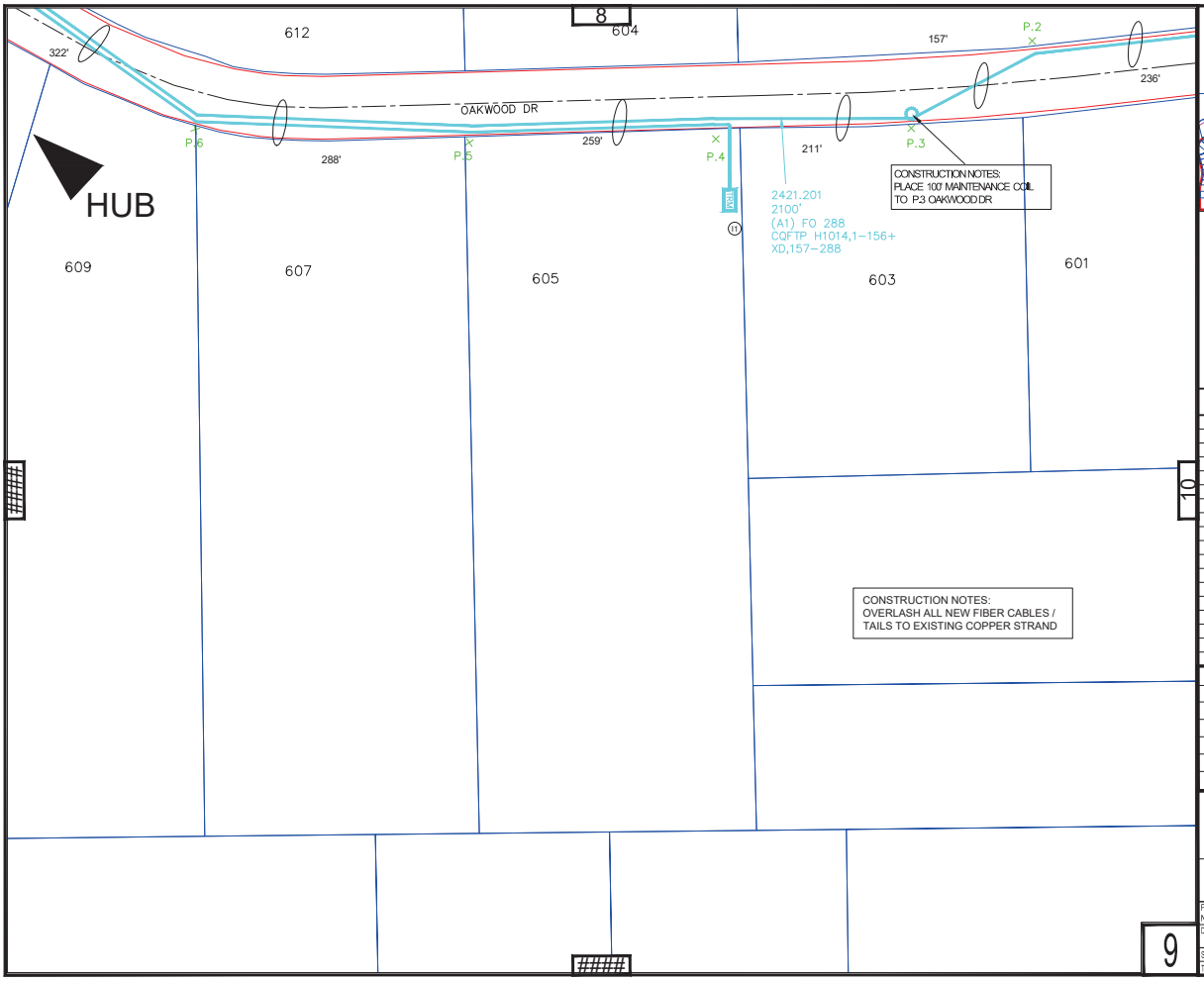
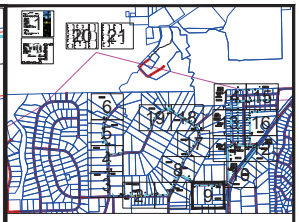
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	10 OF 24
TWNSHP: —	RNG: —	SEC:	—





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		EXCH. CODE:	BUDA
DRAWN DATE: 10/13/2021	ENGR: LUCK GROVE	CNTY:	—
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	11 OF 24
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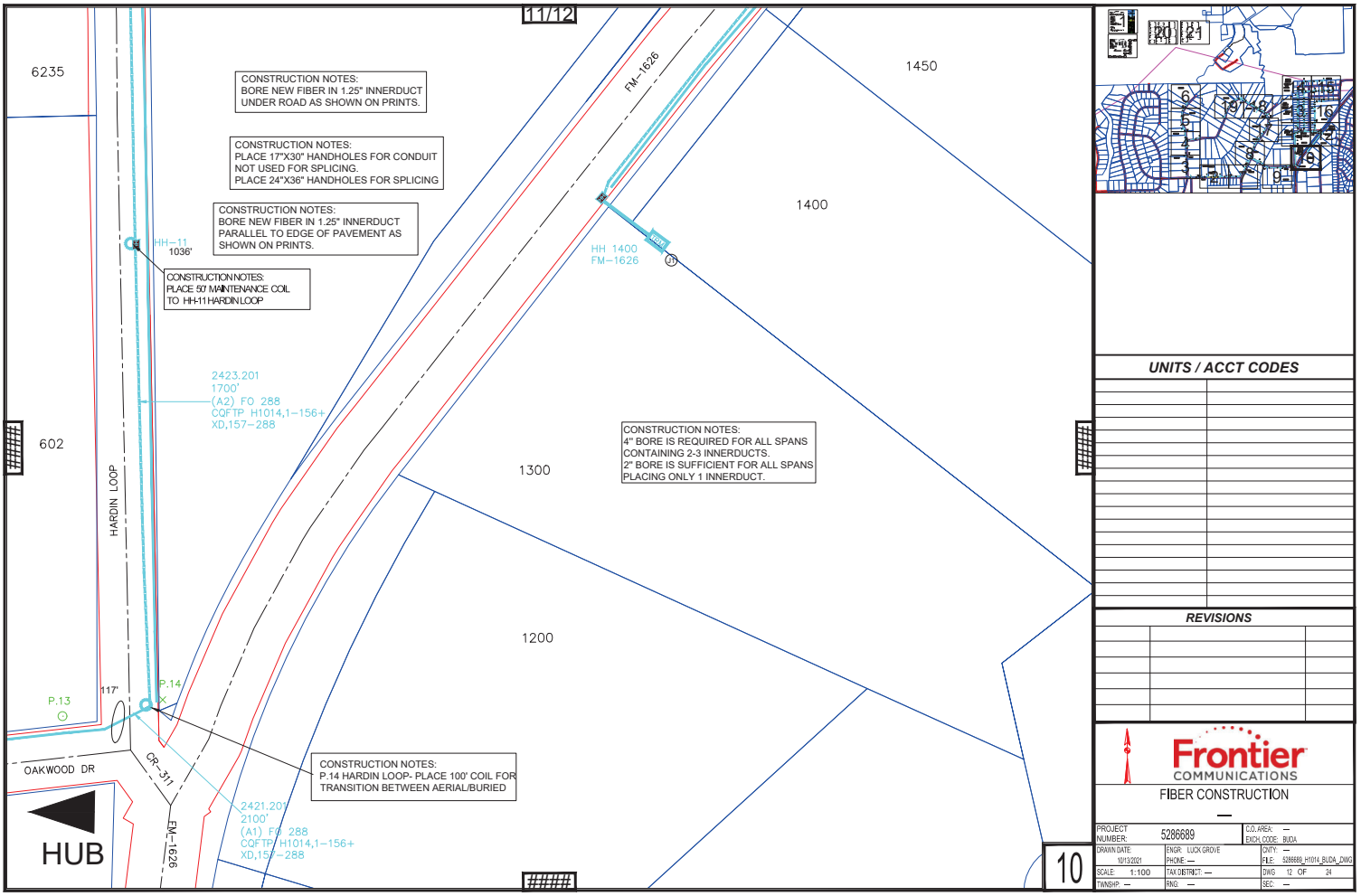

UNITS / ACCT CODES

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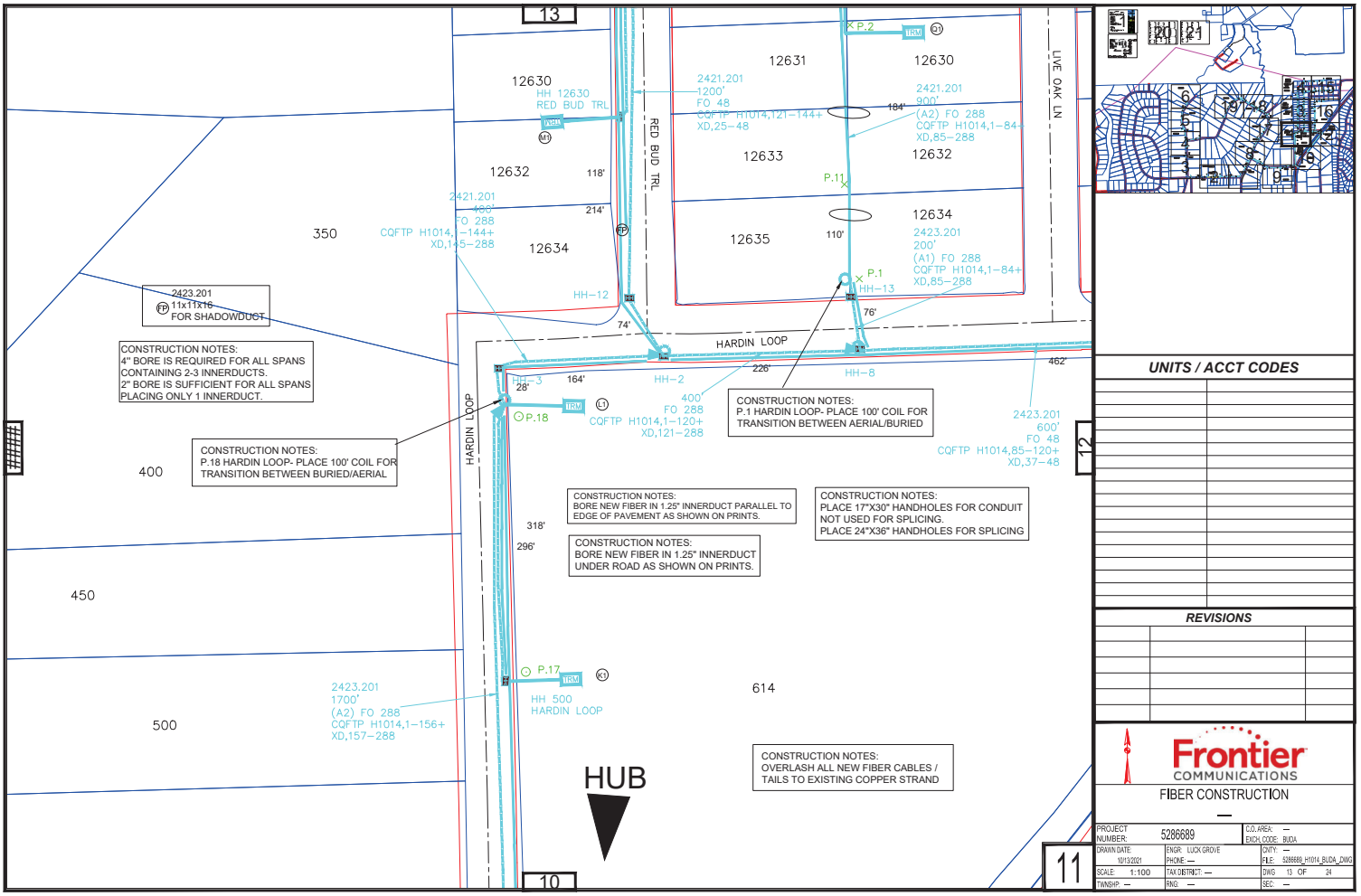
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	12 OF 24
TWNSHP: —	RNG: —	SEC:	—



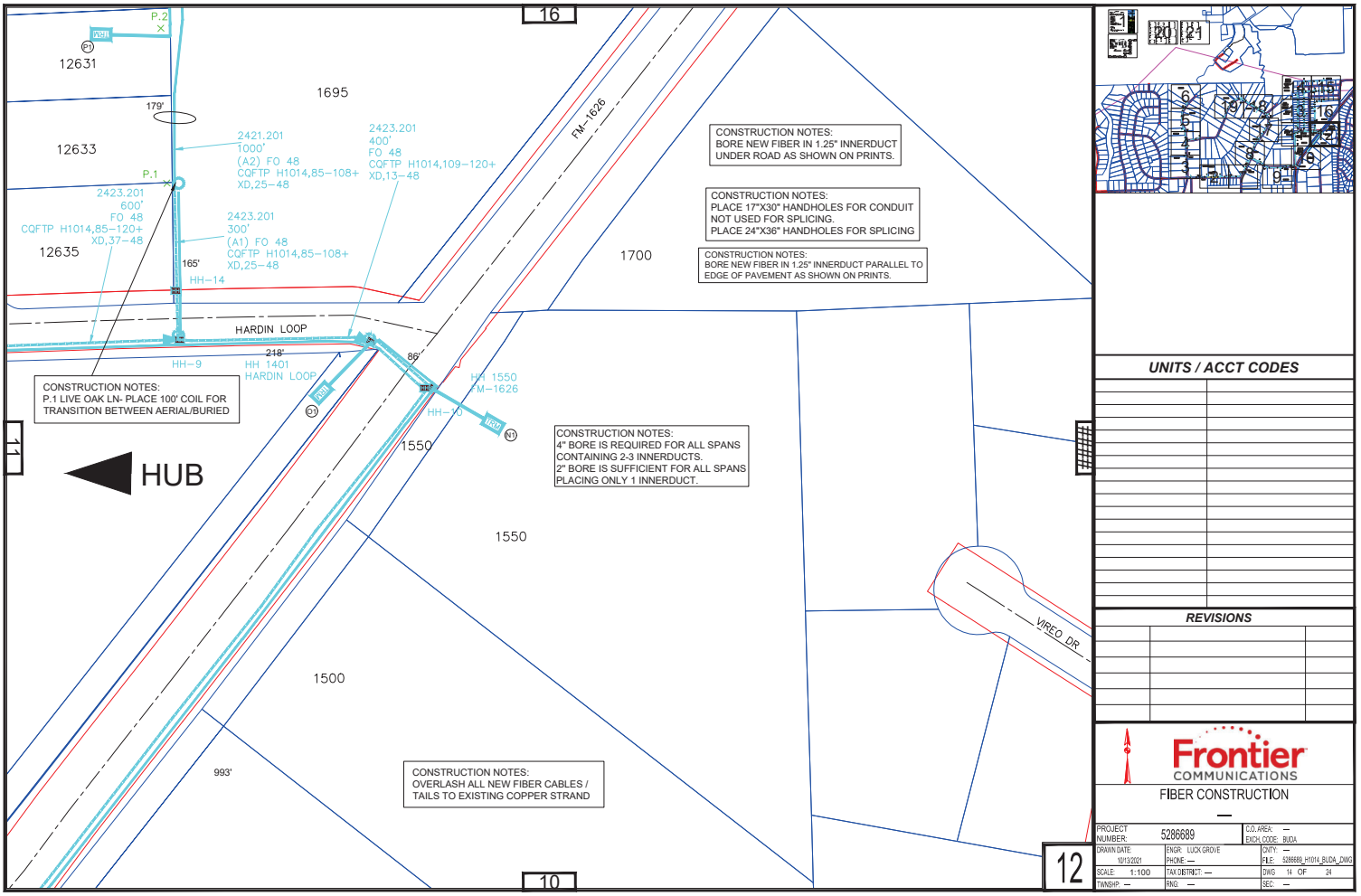
UNITS / ACCT CODES

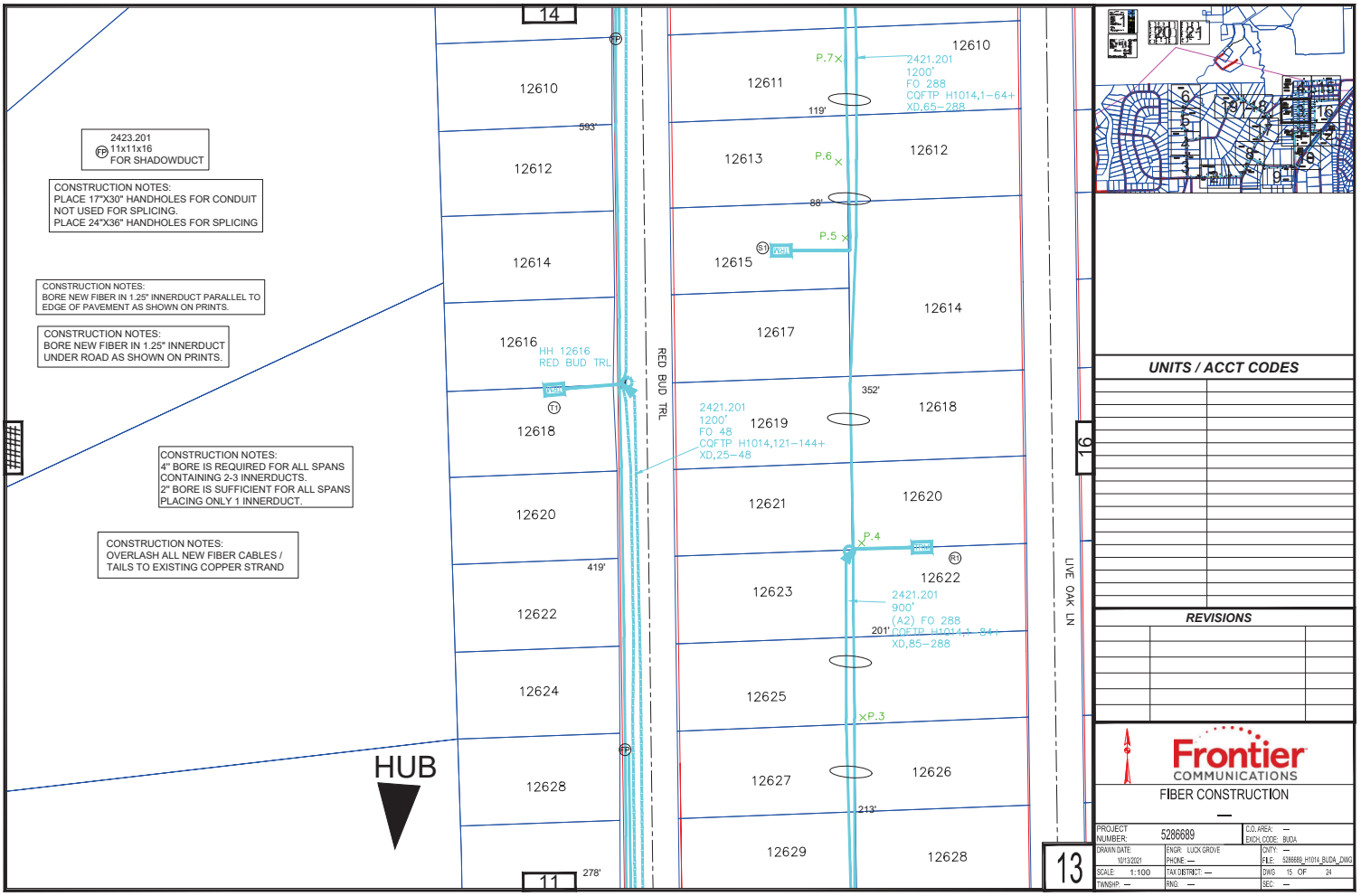
REVISIONS

Frontier COMMUNICATIONS

FIBER CONSTRUCTION

PROJECT NUMBER:	5286689	C.O. AREA:	—
		EXCH. CODE:	BUDA
DRAWN DATE: 10/13/2021	ENGR: LUCK GROVE	CNTY:	—
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	13 OF 24
TWNSHP: —	RNG: —	SEC:	—


16
12631
P.2
1695
179'
12633
2421.201
1000'
(A2) FO 48
CQFTP H1014,85–108+
XD,25–48
2423.201
400'
FO 48
CQFTP H1014,109–120+
XD,13–48
FM–1626
CONSTRUCTION NOTES:
BORE NEW FIBER IN 1.25" INNERDUCT
UNDER ROAD AS SHOWN ON PRINTS.
P.1
2423.201
600'
FO 48
CQFTP H1014,85–120+
XD,37–48
12635
165'
HH–14
2423.201
300'
(A1) FO 48
CQFTP H1014,85–108+
XD,25–48
CONSTRUCTION NOTES:
PLACE 17"X30" HANDHOLES FOR CONDUIT
NOT USED FOR SPLICING.
PLACE 24"X36" HANDHOLES FOR SPLICING
1700
CONSTRUCTION NOTES:
BORE NEW FIBER IN 1.25" INNERDUCT PARALLEL TO
EDGE OF PAVEMENT AS SHOWN ON PRINTS.
HARDIN LOOP
218'
HH–9
HH 1401
HARDIN LOOP
86'
HH 1550
FM–1626
HH–10
CONSTRUCTION NOTES:
P.1 LIVE OAK LN- PLACE 100' COIL FOR
TRANSITION BETWEEN AERIAL/BURIED
11
HUB
1550
CONSTRUCTION NOTES:
4" BORE IS REQUIRED FOR ALL SPANS
CONTAINING 2-3 INNERDUCTS.
2" BORE IS SUFFICIENT FOR ALL SPANS
PLACING ONLY 1 INNERDUCT.
1550
VIREO DR
1500
993'
CONSTRUCTION NOTES:
OVERLASH ALL NEW FIBER CABLES /
TAILS TO EXISTING COPPER STRAND
10
12
UNITS / ACCT CODES
REVISIONS
Frontier
COMMUNICATIONS
FIBER CONSTRUCTION
PROJECT NUMBER: 5286689
C.O. AREA: —
EXCH. CODE: BUDA
DRAWN DATE: 10/13/2021
ENGR: LUCK GROVE
PHONE: —
CNTY: —
FILE: 5286689_H1014_BUDA_DWG
SCALE: 1:100
TAX DISTRICT: —
DWG 14 OF 24
TWNSHP: —
RNG: —
SEC: —


14
2423.201
11x11x16
FOR SHADOWDUCT
CONSTRUCTION NOTES:
PLACE 17"X30" HANDHOLES FOR CONDUIT
NOT USED FOR SPLICING.
PLACE 24"X36" HANDHOLES FOR SPLICING
CONSTRUCTION NOTES:
BORE NEW FIBER IN 1.25" INNERDUCT PARALLEL TO
EDGE OF PAVEMENT AS SHOWN ON PRINTS.
CONSTRUCTION NOTES:
BORE NEW FIBER IN 1.25" INNERDUCT
UNDER ROAD AS SHOWN ON PRINTS.
12610
12611
P.7
2421.201
1200'
FO 288
CQFTP H1014,1–64+
XD,65–288
119'
12610
593'
12612
12613
P.6
12612
88'
12614
P.5
12615
12614
12617
12616
HH 12616
RED BUD TRL
RED BUD TRL
12618
352'
12618
2421.201
1200'
FO 48
CQFTP H1014,121–144+
XD,25–48
12619
CONSTRUCTION NOTES:
4" BORE IS REQUIRED FOR ALL SPANS
CONTAINING 2-3 INNERDUCTS.
2" BORE IS SUFFICIENT FOR ALL SPANS
PLACING ONLY 1 INNERDUCT.
12620
12621
12620
P.4
419'
12622
12623
2421.201
900'
(A2) FO 288
201'
CQFTP H1014,1–84+
XD,85–288
LIVE OAK LN
12622
12624
12625
P.3
CONSTRUCTION NOTES:
OVERLASH ALL NEW FIBER CABLES /
TAILS TO EXISTING COPPER STRAND
HUB
12628
12627
12626
213'
12629
12628
278'
11
13
UNITS / ACCT CODES
REVISIONS
Frontier
COMMUNICATIONS
FIBER CONSTRUCTION
PROJECT NUMBER: 5286689
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EXCH. CODE: BUDA
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PHONE: —
CNTY: —
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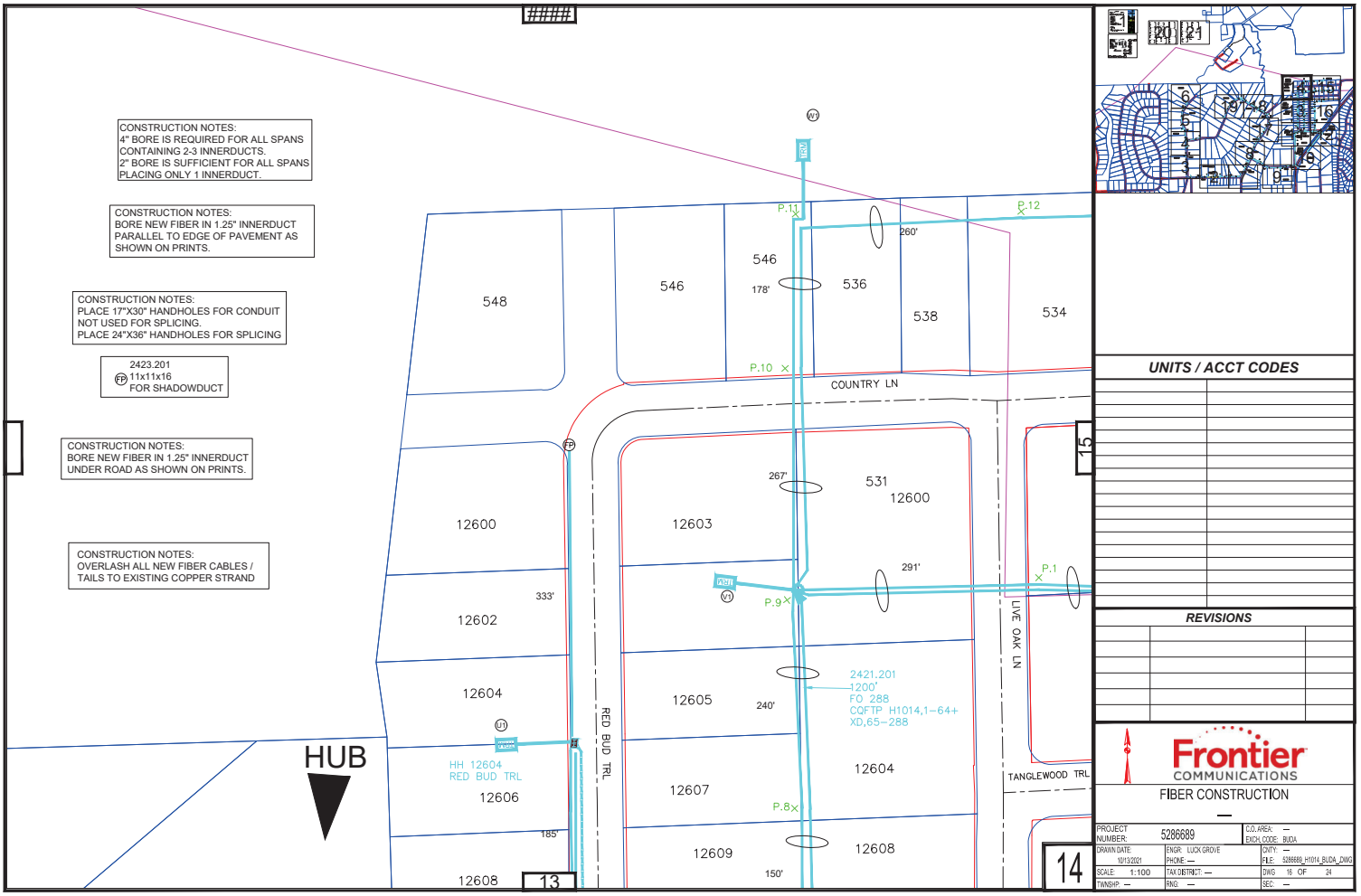
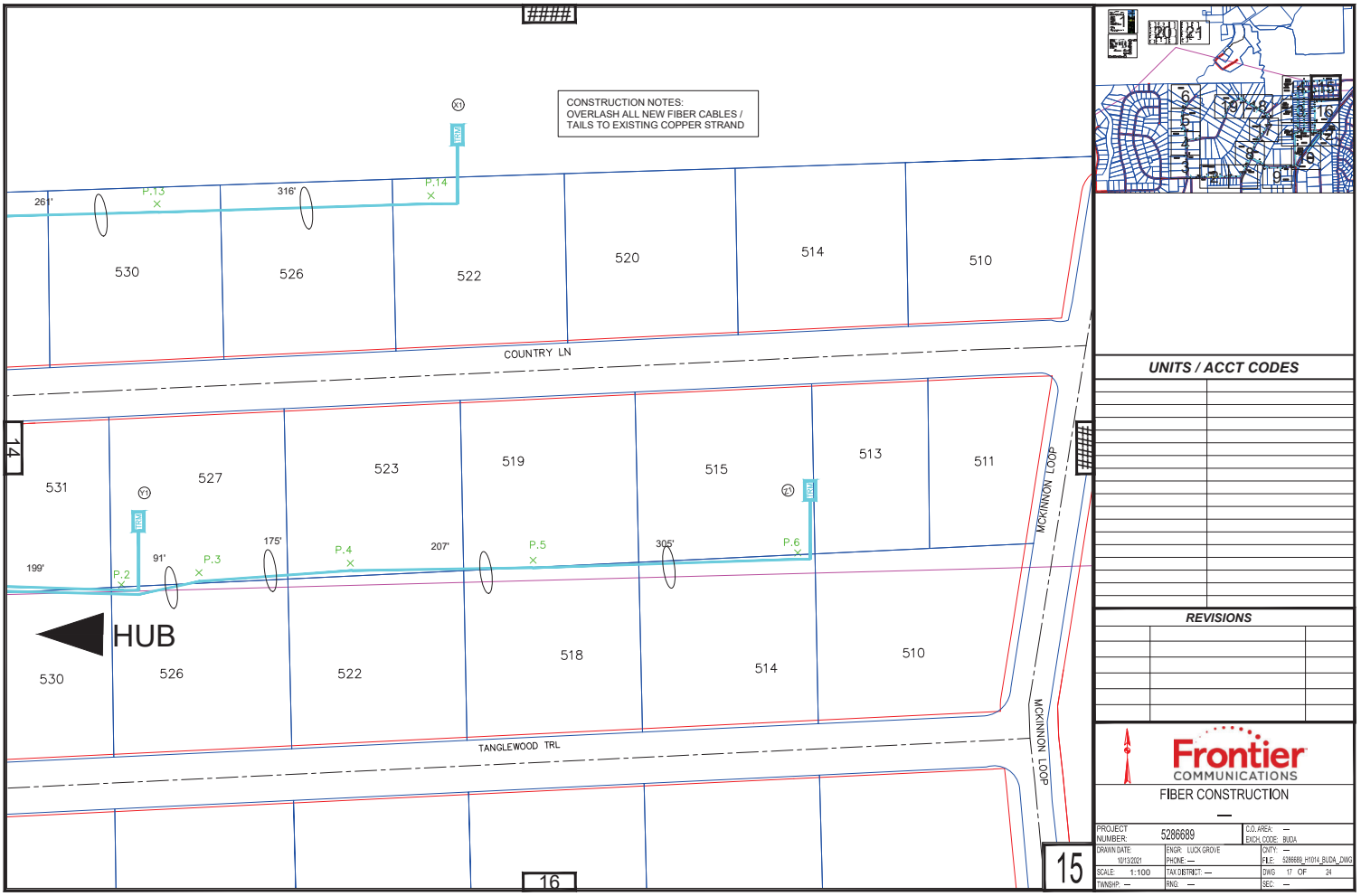
DWG 15 OF 24
TWNSHP: —
RNG: —
SEC: —





UNITS / ACCT CODES

REVISIONS

Frontier COMMUNICATIONS

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SCALE: 1:100	TAX DISTRICT: —	DWG	16 OF 24
TWNSHP: —	RNG: —	SEC:	—

PROJECT NUMBER:	5286689	C.O. AREA:	—
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DRAWN DATE: 10/13/2021	ENGR: LUCK GROVE	CNTY:	—
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
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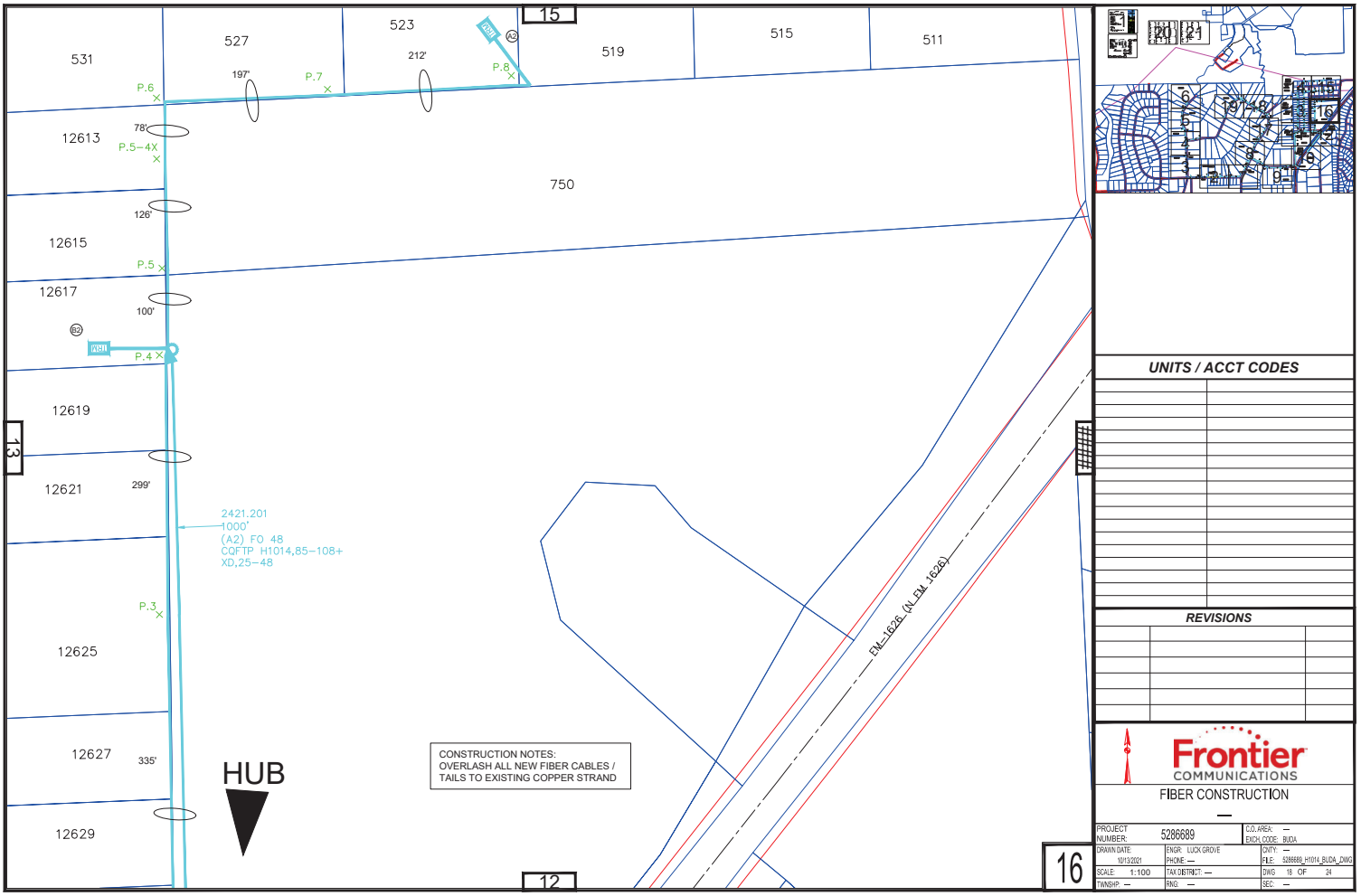
TWNSHP: —	RNG: —	SEC:	—



UNITS / ACCT CODES

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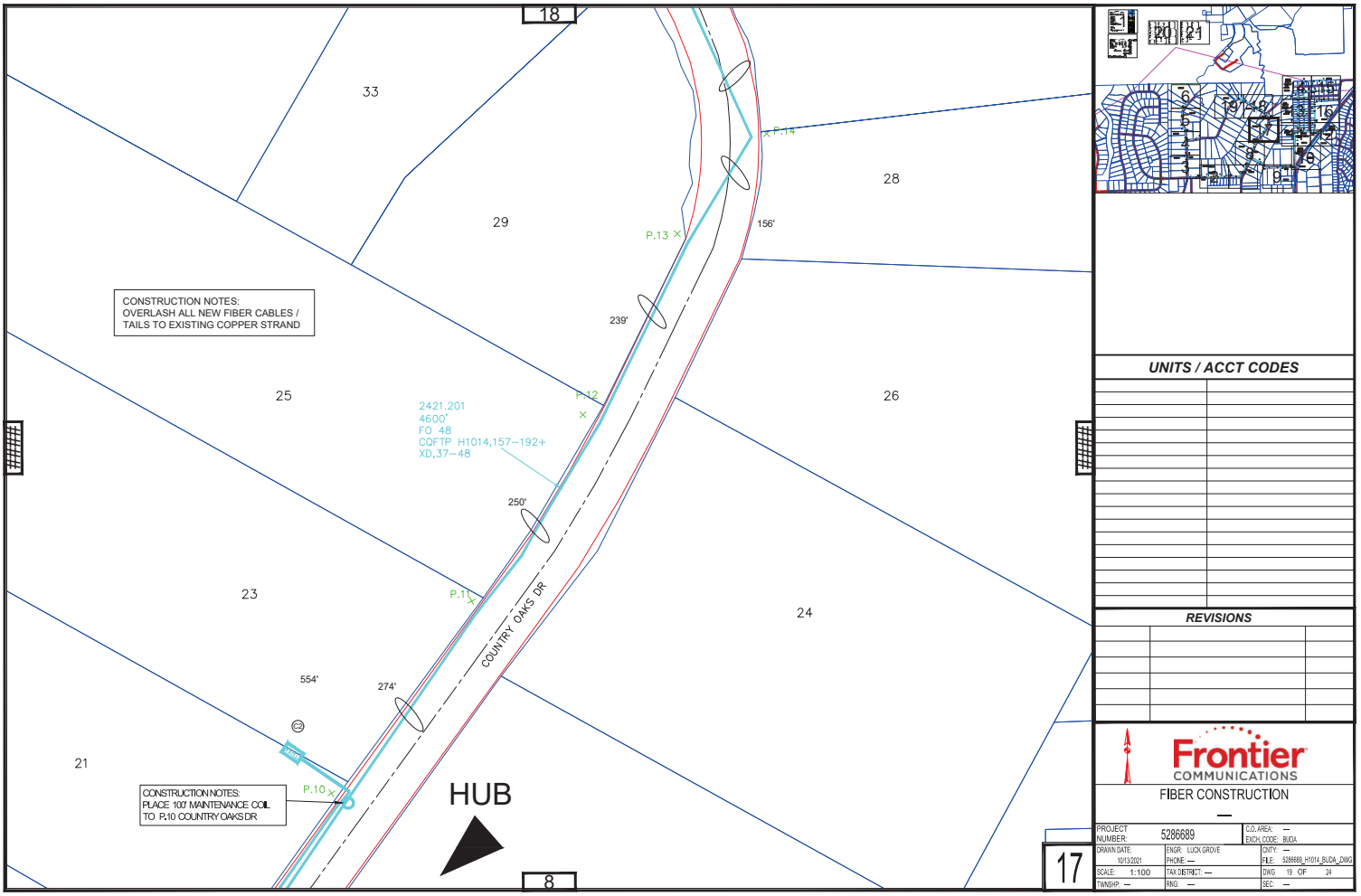
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	18 OF 24
TWNSHP: —	RNG: —	SEC:	—



UNITS / ACCT CODES

REVISIONS

Frontier COMMUNICATIONS

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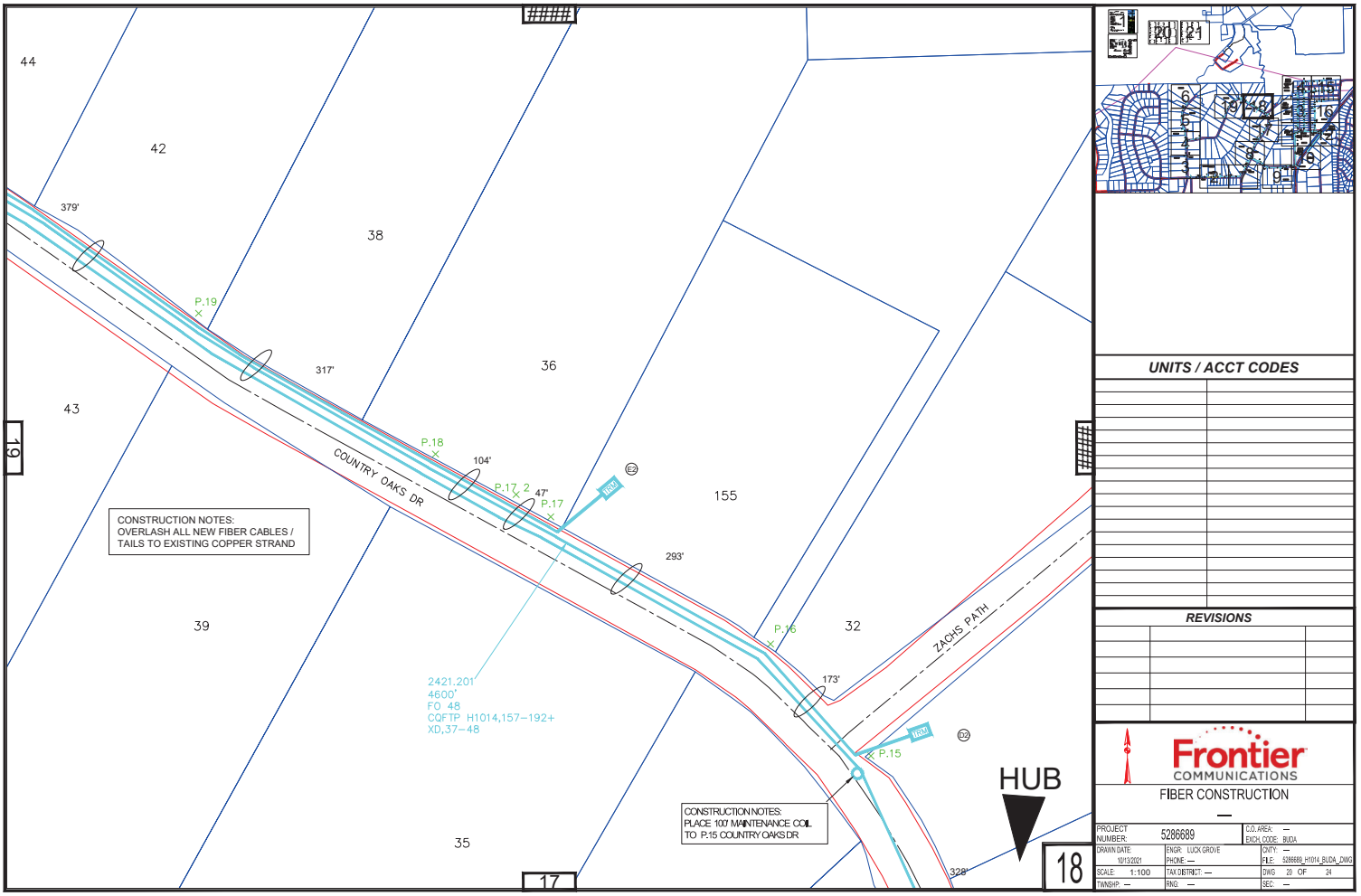
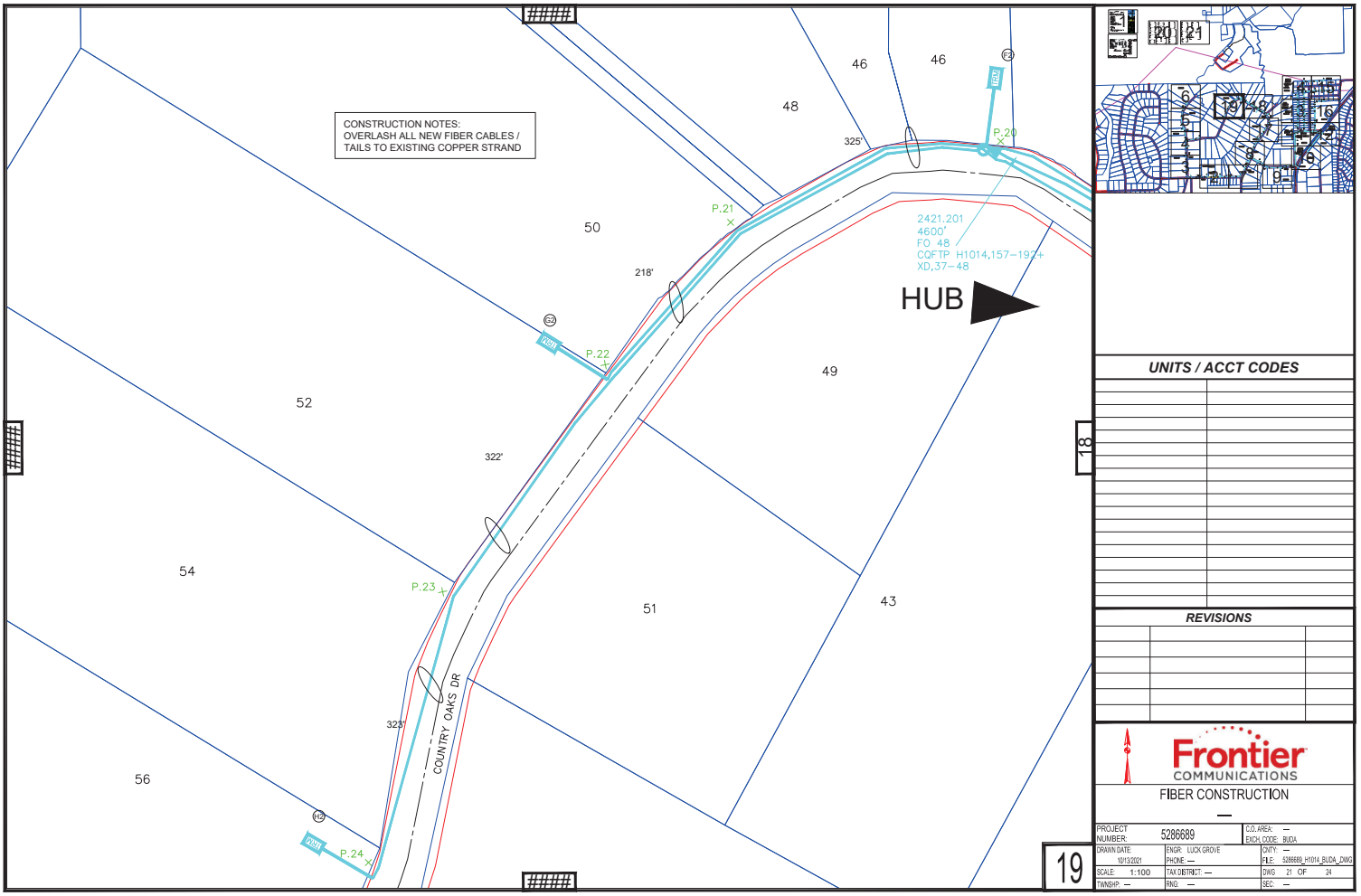
	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	19 OF 24
TWNSHP: —	RNG: —	SEC:	—





UNITS / ACCT CODES

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SCALE: 1:100	TAX DISTRICT: —	DWG	20 OF 24
TWNSHP: —	RNG: —	SEC:	—

UNITS / ACCT CODES

REVISIONS

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	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	21 OF 24
TWNSHP: —	RNG: —	SEC:	—

WP2

A1 1000' 8 PORT
CQFTP FT-872807
Fiber Term Tail 8
CQFTP H1014,245-252
501, 540, 541, 600, 611, 620, 690, 708 ELLIOTT RANCH RD

B1 100' 6 PORT
CQFTP FT-872806
Fiber Term Tail 6
CQFTP H1014,235-240
317, 337, 340, 390, 430, 500 ELLIOTT RANCH RD

WP3

C1 1500' 6 PORT
CQFTP FT-872803
Fiber Term Tail 6
CQFTP H1014,259-264
16020, 16021, 16023, 16024, 16025 SCENIC OAKS TRAIL & 75 COUNTRY OAKS DR

WP4

D1 1500' 8 PORT
CQFTP FT-872805
Fiber Term Tail 8
CQFTP H1014,281-288
61, 63, 65, 67, 68, 69, 70, 73 COUNTRY OAK DR

WP5

E1 100' 8 PORT
CQFTP FT-872802
Fiber Term Tail 8
CQFTP H1014,273-280
16009, 16010, 16011, 16012, 16013, 16014, 16016, 16017 SCENIC OAKS TRL

WP6

F1 1500' 8 PORT
CQFTP FT-872804
Fiber Term Tail 8
CQFTP H1014,265-272
16000, 16001, 16002, 16004, 16005, 16007, 16007, 16008 SCENIC OAKS TRL

WP7

G1 1500' 6 PORT
CQFTP FT-872810
Fiber Term Tail 6
CQFTP H1014,205-210
9, 10, 13 COUNTRY OAKS DR & 900, 950 JERRYS LN

WP8

H1 100' 6 PORT
CQFTP FT-872808
Fiber Term Tail 6
CQFTP H1014,211-216
15, 17 COUNTRY OAKS DR & 609, 611, 612, 613 OAKWOOD DR

WP9

I1 1500' 6 PORT
CQFTP FT-872811
Fiber Term Tail 6
CQFTP H1014,199-204
601, 602, 603, 604, 605, 607 OAKWOOD DR

WP10

J1 1500' 4 PORT
CQFTP FT-872835
Fiber Term Tail 4
CQFTP H1014,109-112
500 HARDIN LOOP
1200, 1300, 1400 N FM 1626

WP11

K1 500' 4 PORT
CQFTP FT-872818
Fiber Term Tail 4
CQFTP H1014,153-156
500 HARDIN LOOP

L1 100' 4 PORT
CQFTP FT-872817
Fiber Term Tail 4
CQFTP H1014,149-152
350, 400 HARDIN LOOP

M1 1000' 6 PORT
CQFTP FT-872820
Fiber Term Tail 6
CQFTP H1014,127-132
12624, 12626, 12628, 12630 12634 RED BUD TRL

Z1 1000' 8 PORT
CQFTP FT-872823
Fiber Term Tail 8
CQFTP H1014,77-84
12629, 12631, 12633, 12635 RED BUD TRL & 12628, 12630, 12632, 12634 LIVE OAK LN

WP12

N1 500' 4 PORT
CQFTP FT-872834
Fiber Term Tail 4
CQFTP H1014,113-116
1570, 1700 N FM 1626 & 1550 FM 1626

O1 100' 4 PORT
CQFTP FT-872833
Fiber Term Tail 4
CQFTP H1014,117-120
1701 N FM 1626

P1 1000' 6 PORT
CQFTP FT-872831
Fiber Term Tail 6
CQFTP H1014,103-108
12625, 12627, 12629, 12631, 12633, 12635 LIVE OAK LN

WP13

R3 100' 8 PORT
CQFTP FT-872822
Fiber Term Tail 8
CQFTP H1014,65-72
12621, 12623, 12625, 12627 RED BUD TRL & 12620, 12622, 12626 LIVE OAK LN

S1 1000' 8 PORT
CQFTP FT-872824
Fiber Term Tail 8
CQFTP H1014,5-12
12613, 12615, 12617 LIVE OAK LN & 12611, 12613, 12615, 12617, 12619 RED BUD TRL

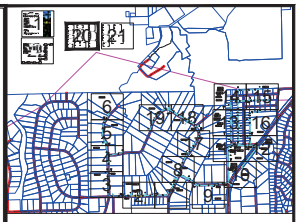
T1 100' 6 PORT
CQFTP FT-872819
Fiber Term Tail 6
CQFTP H1014,133-138
12612, 12614, 12616, 12618, 12620, 12622 RED BUD TRL

WP14

U1 1000' 6 PORT
CQFTP FT-872821
Fiber Term Tail 6
CQFTP H1014,139-144
12600, 12604, 12606, 12608, 12610 RED BUD TRL & 548 COUNTRY LN

V1 100' 8 PORT
CQFTP FT-872825
Fiber Term Tail 8
CQFTP H1014,53-60
12603, 12605, 12607, 12609 RED BUD TRL & 12600, 12604, 12608, 12610 LIVE OAK LN

W1 1000' 4 PORT
CQFTP FT-872826
Fiber Term Tail 4
CQFTP H1014,61-64
534, 538, 542, 546 COUNTRY LN



UNITS / ACCT CODES

REVISIONS

Frontier COMMUNICATIONS

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SCALE: 1:100	TAX DISTRICT: —	DWG	22 OF 24
TWNSHP: —	RNG: —	SEC:	—

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WP15

X1 1500' 6 PORT
CQFTP FT-872827
Fiber Term Tail 6
CQFTP H1014,31-36
510, 514, 520, 522, 526, 530 COUNTRY LN

Y1 1000' 6 PORT
CQFTP FT-872828
Fiber Term Tail 6
CQFTP H1014,43-48
523, 527, 531 COUNTRY LN & 522, 526, 530 TANGKE WOOD TRAIL

Z1 1500' 8 PORT
CQFTP FT-872829
Fiber Term Tail 8
CQFTP H1014,17-24
510, 514, 518 TANGLE WOOD TRL & 511, 513, 515, 519 COUNTRY LN

WP16

A2 1000' 8 PORT
CQFTP FT-872832
Fiber Term Tail 8
CQFTP H1014,89-96
511, 515, 519, 523, 527 TANGLEWOOD TRAIL & 750 MCKINNON LOOP

B2 100' 6 PORT
CQFTP FT-872830
Fiber Term Tail 6
CQFTP H1014,97-102
531 TANGLEWOOD TRL & 12613, 12615, 12617, 12621, 12623 LIVE OAK LN

WP17

C2 1500' 8 PORT
CQFTP FT-872809
Fiber Term Tail 8
CQFTP H1014,221-228
18, 19, 21, 23, 24, 25, 26 COUNTRY OAK DR

WP18

D2 1500' 8 PORT
CQFTP FT-872816
Fiber Term Tail 8
CQFTP H1014,177-184
155, 225, 235 ZACHS PATH & 28, 29, 32 COUNTRY OAK DR

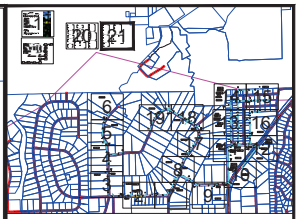
E2 1500' 6 PORT
CQFTP FT-872813
Fiber Term Tail 6
CQFTP H1014,163-168
33, 35, 36, 38, 40 COUNTRY OAKS DR

WP19

F2 100' 8 PORT
CQFTP FT-872812
Fiber Term Tail 8
CQFTP H1014,185-192
39, 42, 43, 44, 45, 46, 46 COUNTRY OAK DR

G2 1000' 8 PORT
QFTP FT-872814
Fiber Term Tail 8
CQFTP H1014,169-176
48, 49, 50, 51, 52, 54 COUNTRY OAK DR

H2 1500' 6 PORT
CQFTP FT-872815
Fiber Term Tail 6
CQFTP H1014,157-162
55, 56, 57, 58, 59, 60 COUNTRY OAK DR



UNITS / ACCT CODES

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	PHONE: —	FILE:	5286689_H1014_BUDA_DWG
SCALE: 1:100	TAX DISTRICT: —	DWG	23 OF 24
TWNSHP: —	RNG: —	SEC:	—

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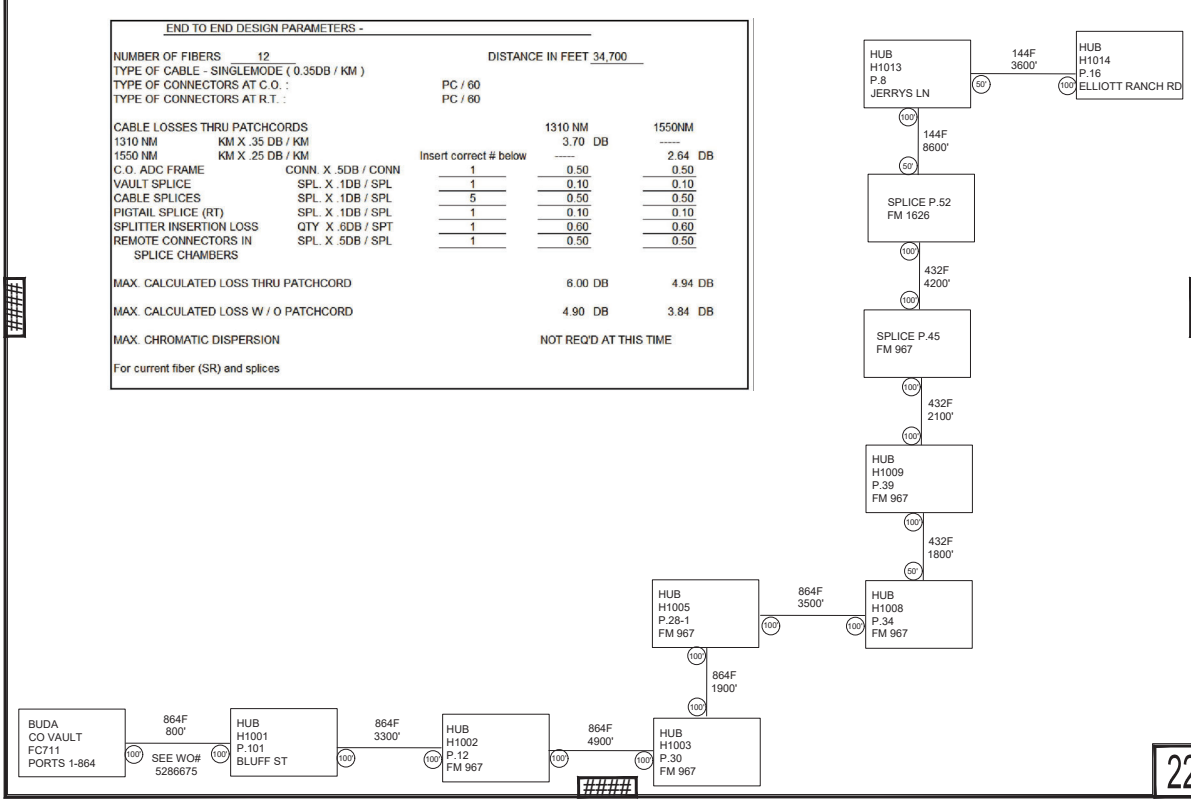
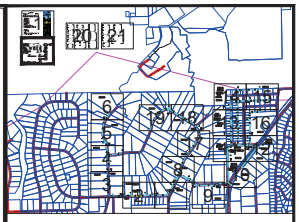
END TO END DESIGN PARAMETERS -

NUMBER OF FIBERS 12 DISTANCE IN FEET 34,700
TYPE OF CABLE - SINGLEMODE (0.35DB / KM)
TYPE OF CONNECTORS AT C.O. : PC / 60
TYPE OF CONNECTORS AT R.T. : PC / 60

CABLE LOSSES THRU PATCHCORDS			1310 NM	1550NM
1310 NM	KM X .35 DB / KM		3.70 DB	-----
1550 NM	KM X .25 DB / KM	Insert correct # below	-----	2.64 DB
C.O. ADC FRAME	CONN. X .5DB / CONN	1	0.50	0.50
VAULT SPLICE	SPL. X .1DB / SPL	1	0.10	0.10
CABLE SPLICES	SPL. X .1DB / SPL	5	0.50	0.50
PIGTAIL SPLICE (RT)	SPL. X .1DB / SPL	1	0.10	0.10
SPLITTER INSERTION LOSS	QTY X .6DB / SPT	1	0.60	0.60
REMOTE CONNECTORS IN SPLICE CHAMBERS	SPL. X .5DB / SPL	1	0.50	0.50
MAX. CALCULATED LOSS THRU PATCHCORD			6.00 DB	4.94 DB
MAX. CALCULATED LOSS W / O PATCHCORD			4.90 DB	3.84 DB
MAX. CHROMATIC DISPERSION			NOT REQ'D AT THIS TIME	

For current fiber (SR) and splices





UNITS / ACCT CODES

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TWNSHP: —	RNG: —	SEC: —	

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Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 09/23/2025 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 7372552215
Contact Name: Rachelle Wilhelmsen

Engineer / Contractor Information:

Name: Serna Communications, LLC.
Address: 5500 Navarro Creek Del Valle TX 78617
Phone: 5129148199
Contact Name: Francisco Garcia

Hays County Information:

Utility Permit Number: TRN-2025-10257-UTL
Type of Utility Service: Emergency Telecom Repair
Project Description:
Road Name(s): w fitzhugh rd
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ?

☐ Boring ☐ Trenching ☒ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Signature Title Date

Spectrum to repair damaged cable on exisiting spectrum owned communications poles located along W FITZHUGH LN to restore emergency communication services to affected businesses & residents. (TCP 1-2-18)
near 4708 W Fitzhugh Rd, Dripping Springs, TX 78620

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 11/06/2025 .

Utility Company Information:

Name: Texas Water Company
Address: PO Box 1742 Canyon Lake TX
Phone: 8303124548
Contact Name:

Engineer / Contractor Information:

Name: Texas Water Company
Address: PO Box 1742 Canyon Lake TX 78133
Phone: 8303124548
Contact Name:

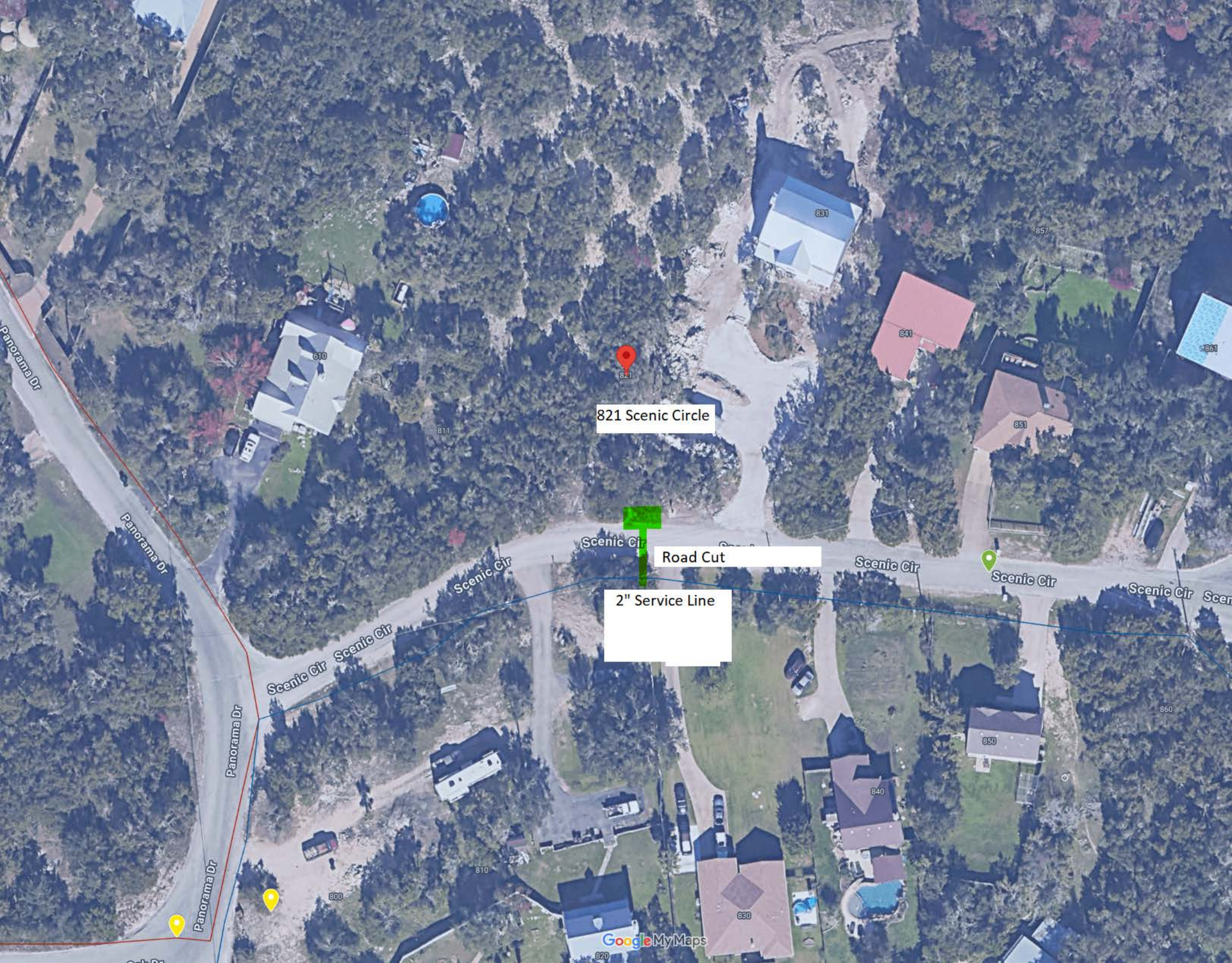
Hays County Information:

Utility Permit Number: TRN-2025-10265-UTL
Type of Utility Service: PVC 1"
Project Description:
Road Name(s): Scenic Circle
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Signature Title Date


821 Scenic Circle
Road Cut
2" Service Line
Scenic Cir
Panorama Dr
831
857
841
861
610
821
811
851
860
850
840
810
800
830
820
Google My Maps

AGENDA ITEM REQUEST FORM: G. 30.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize payment to Teddy Morse's Cowboy Harley-Davidson of $786.01 for services where no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/HIPOLITO**

Summary:

A motorcycle unit was sent to Teddy Morse's Cowboy Harley-Davidson for diagnostics. During the visit, repairs were made without a purchase order in place. The Sheriff's Office is requesting payment of $786.01 to Cowboy Harley-Davidson. Funding is available in S.O., Vehicle Maintenance and Repair for the expense.

Fiscal Impact:

Amount Requested: $786.01
Line Item Number: 001-618-00.5413 Vehicle Maintenance & Repair

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No
Comments: no purchase order obtained prior to repairs

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Cowboy Harley-Davidson #215300

Teddy Morse's Cowboy Harley-
10917 IH-35 South
Austin, TX 78747
Phone: 512-448-4294

Repair Order

Due: $786.01

Doc Number: 215300
Service Writer: Zachary Been
Date Printed: 12/03/2025
Date In: 11/18/2025

HAYS COUNTY SHERIFF OFFICE
1307 EAST UHLAND RD
SAN MARCOS, TX 78666

Customer Information
Cell Phone: 512-757-7416
Email: MARTIN.

Unit **2022 HD** **Color:** **Keyboard:**
VIN/Serial No: 1HD1FHP14NB670516 **Plate:** **Odom/Hrs In:** 5,670 **Out:** 5,670

CUST STATES CHECK FRONT AND REAR BRAKES AND ROTORS

Description: martin gonzalez
CUST STATES CHECK FRONT AND REAR BRAKES AND ROTORS
CUST STATES PERFORM MPI
CUST STATES DIAGNOSE THERE IS A LOUD CLUNK COMING FROM TRANSMISSION WHEN APPLYING REAR BRAKES THERE MECHANIC SAID HE FOUND LOTS OF METAL IN PRIMARY WHEN CHANGING PRIMARY FLUID

Resolution: INSPECTED FRONT AND REAR BRAKE PADS AND ROTORS. ALL BRAKE PADS A GOOD LEVEL.
REAR ROTOR HAS SOME UNUSUAL WEAR, APPEARS TO HAVE BEEN DAMAGED DUE TO WEARING PADS PAST THE FRICTION MATERIAL AND UTILIZING BACKING PLATE AGAINST ROTOR.

REMOVED DERBY COVER, INSPECTED OIL AND CLUTCH AREA. OIL IS DIRTY AND CLUTCH PLATES LOOK TO BE POSSIBLY WORN/ OVER HEATED IN THE PAST. RECOMMENDED TO INSPECT FURTHER WITH PROPER PARTS.

Parts

Part #	Qty	Description	Price	Discount	Total
41810-08C	1.00	ROTOR,BRK,RR	$155.78	$0.00	$155.78
43567-92	5.00	SCREW, PAN HEAD TORX, REA	$1.83	$0.00	$9.15
				Parts Subtotal	**$164.93**

Labor

Description	Technician	Hours	Total
	Ethan Neves	1	$169.00
		Labor Subtotal	**$169.00**
		Job Subtotal	**$333.93**

Approve: ☑ **Decline:** ☐

MULTI-POINT INSPECTION

Description:

Resolution: COMPETED MPI, FOUND THE REAR BRAKE ROTOR HAS UNUSUAL WEAR, PRIMARY OIL DIRTY, CLUTCH NEEDS TO BE ADJUSTED AND DRAIN PLUG ORINGS PINCHED CAUSING SEEPING OIL. THERE IS METALLIC MATERIAL AROUND REAR BRAKE BRACKET AND AROUND REAR WHEEL BEARING, THIS SHOULD BE REMOVED AND INSPECTED.

Labor

Description	Technician	Hours	Total
MULTI-POINT INSPECTION	Ethan Neves	0	$0.00
		Labor Subtotal	**$0.00**

Job Subtotal	**$0.00**
Approve: ☑	**Decline:** ☐

CUST STATES DIAGNOSE THERE IS A LOUD CLUNK COMING FROM TRANSMISSION WHEN APPLYING

Description:

Resolution: CLUNKING NOISE SEEMS TO NOT BE PRESENT WHEN UTILIZING REAR BRAKE IN A STANDARD EVEN MANOR. HOWEVER WHEN BRAKING HARD OR FORCING ABS SYSTEM TO ACTIVATE THE CLUNKING WILL APPEAR, THIS IS NORMAL AND NOT OF CONCERN.

Parts

Part #	Qty	Description	Price	Discount	Total
37000258	0.00	CLUTCH KIT,FRICTION AND PLATES	$249.95	$0.00	$0.00
17369-06	0.00	GASKET SERVICE KIT, 1K, 5	$5.98	$0.00	$0.00
25700378	0.00	GASKET,PRIMARY COVER	$49.01	$0.00	$0.00
				Parts Subtotal	**$0.00**

Labor

Description	Technician	Hours	Total
		2.5	$422.50
		Labor Subtotal	**$422.50**

Job Subtotal	**$422.50**
Approve: ☑	**Decline:** ☐

All Jobs Subtotal:	**$756.43**
Shop Supplies:	**$29.58**
Total:	**$786.01**
Less Deposits:	**$0.00**
Total Due:	**$786.01**

need to check the email it keeps being sent back
NOTICE
A SERVICE FEE OF $10.00 A DAY WILL BE CHARGED IF VEHICLE IS NOT PICKED UP WITHIN 14 DAYS OF NOTIFICATION OF COMPLETION

TAKE-OFF PARTS
ALL take-off parts not removed from premises after 5 business days will become property of Cowboy Harley-Davidson and will be disposed of at our discretion. Cowboy Harley-Davidson is NOT responsible for storing any take-off parts after this time. Inform your Service Advisor immediately if you wish to take your parts.

WARRANTY
Service Department labor has a 90 day warranty from the date of completed repair. Genuine Harley-Davidson Parts that are a non-wear item have a 1 year manufacturers warranty that covers the part only, excluding labor. Aftermarket parts may have a warranty that is covered by the manufacturer of that product, and coverage is determined by each manufacturer independently. Harley-Davidson and Cowboy Harley-Davidson are not responsible for warranty coverage of aftermarket parts or labor. Customer supplied parts, whether Genuine Harley-Davidson or aftermarket, are the sole responsibility of the customer to determine warranty coverage.

$$$ WE PAY TOP DOLLAR AND WANT YOUR BIKE! $$$ Inquire with Service Writer

SAFETY DISCLAIMER
I have had safety related items explained to me that need to be addressed and I have elected to not have them corrected at this time.

X: _____ Date: _____

Signature: _____

AGENDA ITEM REQUEST FORM: G. 31.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to purchase law enforcement equipment from Unmanned Vehicle Technologies, LLC, valued at $1,931.82. **INGALSBE/HIPOLITO**

Summary:

An existing handheld remote controller used to operate drones was damaged in the field and is no longer functional. A replacement is requested and valued at $1,931.82 with Unmanned Vehicle Technologies, LLC, using TIPS contract - 240101.

Fiscal Impact:

Amount Requested: $1,931.82
Line Item Number: 001-618-00.5206_006 LE Supplies Drone

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: TIPS contract - 240101

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

UVT Quote #SO226391

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

Invoicing Address:
Hays County, TX Sheriff's Office, Hays County Auditor
712 S Stagecoach Trail
Suite 1071
San Marcos TX 78666
United States

Shipping Address:
Hays County, TX Sheriff's Office, Ronnie Strain
810 S Stagecoach Trail
San Marcos TX 78666
United States
+1 512-738-1827

Hays County, TX Sheriff's Office, Jeffrey Pickett
1307 Uhland Road
San Marcos TX 78666
United States

Quotation # SO226391

Quotation Date:
10/15/2025

Salesperson:
Todd Johnson

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[101-137-1001] DJI RC Plus The DJI RC Plus is DJI's first weather-rated handheld remote controller enabling operations in even the harshest environments. With an updated Android-based operating system, sunlight-readable 1200-nit 7-inch HD screen, numerous I/O ports, and the ability to hot-swap batteries using both the internal battery as well as a WB37, the DJI RC Plus is officially the new standard in enterprise handheld remote controllers.	1.000 Units	2,010.00	5.00		$ 1,909.50
[SRV-112] TIPS Contract - 240101	1.000 Units	0.00	0.00		$ 0.00
Shipping					
UPS Ground	1.000 Units	22.32	0.00		$ 22.32
				Subtotal	$ 22.32

Total	$ 1,931.82

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms.

Thank you for choosing UVT!

Unmanned Vehicle Technologies, LLC
1722 N College Avenue, Suite D
Fayetteville, AR 72703

The contents of this document are confidential and proprietary and are intended only for the recipient specified herein. It is strictly forbidden to share the contents of this document with any third party, without receiving the prior written consent of UVT.

AGENDA ITEM REQUEST FORM: G. 32.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Authorize Office of Emergency Services to utilize Water & Earth Technologies for Low Water Crossing repairs and upgrades as approved in the FY 2026 budget and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). **BECERRA/MIKE JONES**

Summary:

The following system repairs and upgrades were approved during the Fiscal Year 2026 budget process :
1. Wayside Drive at the Blanco River
2. Ranch Road 150 at York Creek
3. Little Arkansas Rd at the Blanco River
4. Bell Springs Road Flasher
5. Wayside drive Flasher
6. Base Station Decoder equipment (4)

Fiscal Impact:

Amount Requested: $132,629
Line Item Number: 001-656-00.5719_700

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Project was approved in the FY26 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D)

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Equipment Capital Outlay
New Revenue Y/N?:
Comments:

Attachments

Water & Earth Technologies
Discretionary Exemption Certification

WATER & EARTH TECHNOLOGIES

03/28/2025 **Quotation XPHC065 - FY2026**

Water & Earth Technologies, Inc.
40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
RNiedenzu@wetec.us

Federal Tax Identification No. 84-1440328
Quote Valid Thru 06/26/2025

Hays County - Office of Emergency Services
Attn: Mike Jones
810 South Stagecoach Trail
San Marcos, TX 78666
(512)393-7359
brandon.high@co.hays.tx.us

Quote Title: FY 2026 Maintenance and Support of the Flood Warning System

Quote Information

This quote is for FY2026 maintenance and system support for the Hays County Early Flood Warning System (EFWS). The equipment installed for the (EFWS) endures harsh environmental conditions during the summer in Texas and needs to be regularly checked and maintained to ensure the equipment is ready for flash floods. This quote also includes a preventative maintenance visit by Water & Earth Technologies, Inc. (WET) where all equipment is tested and maintained for optimal performance. These maintenance activities include, but are not limited to; power system checks, antenna system checks, rain gage check and calibration, pressure transducer checks and calibration, flashing light checks, communication and programming checks, and ant and insect mitigation. This quote also includes a number of additional items itemized below.

Hays County Sites

Item	Description	# of Locations	Rate	Amount
Base Station	Receiver/Decoder	4	$ 2,400.00	$ 9,600.00
Low Water Crossing	Water level site with automated flashers	30	$ 3,600.00	$ 108,000.00
Dam	Dam water level and rain	10	$ 2,400.00	$ 24,000.00
Level/Rain	Stream water level and rain	2	$ 2,400.00	$ 4,800.00
Rain Only	Rain only site	2	$ 2,400.00	$ 4,800.00
Advance Notice Flasher	Advance notice flasher site	6	$ 2,400.00	$ 14,400.00
Camera	Cellular live camera site	6	$ 2,400.00	$ 14,400.00
			Total	**$ 180,000.00**

RAWS Sites

Item	Description	# of Locations	Rate	Amount
RAWS Sites	RAWS Weather Station	4	$ 3,000.00	$ 12,000.00
			Total	**$ 12,000.00**

Database Management

Item	Labor Hours	Rate	Amount
Project Management	60	$ 200.00	$ 12,000.00
Database Management & WETMap Support	96	$ 175.00	$ 16,800.00
		Total	**$ 28,800.00**

Software Costs

Item	Qty	Rate	Amount
Annual NovaStar License Fee (2 instances)	2	$ 10,500.00	$ 21,000.00
Upgrade servers to Debian Bullseye OS	40	$ 200.00	$ 8,000.00
Annual Azure server for Database Redundancy	12 Months	$ 350.00	$ 4,200.00
Blue Iris camera server software annual license	1 Year	$ 100.00	$ 100.00
		Total	**$ 33,300.00**

Total FY 2026 Maintenance Cost $ 254,100.00

Optional System Repairs and Upgrades

Item		Qty	Rate	Amount
Base Station Decoder Equipment		4	$ 7,050.00	$ 28,200.00
LWX failing equipment replacement				
	50025 Wayside Dr at Blanco River	1	$ 24,027.00	$ 24,027.00
	50037 Ranch Road 150 at York Creek	1	$ 24,027.00	$ 24,027.00
	50027 Little Arkansas Rd at Blanco River	1	$ 24,027.00	$ 24,027.00
	50062 Onion Creek at Ranch Road 150	1	$ 4,250.00	$ 4,250.00
	50067 Bell Springs Rd Adv Notice Flasher	1	$ 14,049.00	$ 14,049.00
	50065 Wayside Drive Adv Notice Flasher	1	$ 14,049.00	$ 14,049.00
				$ 132,629.00

Replacement Batteries

Description	Qnty	Rate	Amount
100 AH, 75 AH, and 50 AH batteries	NA		$ 12,000.00
		Total	**$ 12,000.00**

Total FY 2026 Budget $ 398,729.00

Thank you for your consideration!

HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, CPPB - Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012 ● San Marcos, Texas 78666

512-393-2267 ● purchasing@hayscountytx.gov

Hays County Commissioners Court
Water & Earth Technologies: LWX Repairs
December 16, 2025

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Hays County Emergency Services and Purchasing Office recognizes Water & Earth Technologies as a sole source provider to provide captive replacement parts or components for the Hays County Early Flood Warning System (EFWS).

Stephanie Hunt

Stephanie Hunt, CPPB
Purchasing Agent

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the transfer of funds to TxDOT Transportation Alternatives Set Aside (TASA) FM2325 Sidewalk Project related to Pape-Dawson Engineers, Inc. for construction engineering, inspection & testing (CE&I) services and amend the budget accordingly. **HAMMER/A.JONES**

Summary:

Pape-Dawson was awarded one of three on-call CE&I contracts as a respondent through RFQ 2020-Q03 and executed a contract on June 30, 2020. They most recently resubmitted for the pre-qualified list for the requested services through RFQ 2022-Q02 on October 11, 2022 Item #38136. On July 30, 2024, Pape-Dawson was selected to perform CE&I services for the RM 2325 Sidewalk construction project.

Fiscal Impact:

Amount Requested: $190,000
Line Item Number: 020-710-99-158.5621_400

Budget Office:

Source of Funds: Road and Bridge General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
($190,000) - Decrease Contract Services Consultant 020-710-00.5448_008
$190,000 - Increase Engineering Operating 020-710-99-158.5621_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Operating Expense
New Revenue Y/N?:
Comments:

AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones, Interim Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-29) between Hays County and Quiddity Engineering, LLC to provide design services for the Centerpoint Road project in Precinct 3. **HAMMER/A.JONES**

Summary:

Quiddity engineering, LLC has been selected by Hays County for design services on the Centerpoint Road Overpass (FM 2439/Hunter Road to I-35) project in Commissioners Court, November 18, 2025, Item I. No. 20. The Professional Services Agreement includes a compensation cap of $2,619,125.15. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal follows the process set forth in the Hays County Interim Selection Process amended October 28, 2025, Item J.19.

Fiscal Impact:

Amount Requested: $2,619,125.15
Line Item Number: 036-803-96-773.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-29 - PSA - Centerpoint

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
Contract # 2026-PSA-29

FIRM: **QUIDDITY ENGINEERING, LLC ("Engineer")**
ADDRESS: **6330 West Loop South – Suite 150, Bellaire, TX 77401**
PROJECT: CENTERPOINT ROAD OVERPASS (FM 2439/HUNTER ROAD TO I-35) **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this

Contract), any fully executed Work Authorizations, any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will

be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **two million six hundred nineteen thousand one hundred twenty five and 15/100 Dollars ($2,619,125.15)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Jeff Moeller, PE
Vice President
Quiddity Engineering, LLC
2967 Oak Run Parkway, Suite 215
New Bruanfels, Texas 78132

jmoeller@quiddity.com
830.203.6630

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project,

provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which

is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at

termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES,

AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and

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

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Chief Operations Officer**
Quiddity Engineering, LLC
Att: Mr Tobin Synatschk, PE
6330 West Loop South, Suite 150
Bellaire, Texas 77401

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and

agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and

concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of

equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this

Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

APPROVED
By Carlos Lopez at 2:54 pm, Nov 18, 2025

Quiddity Engineering, LLC.

By: Stephen Berckenhoff

Printed Name: Stephen G. Berckenhoff, PE

Title: Senior Vice President

Date: November 18, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Debarment and Licensing Certification
- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Related Party Disclosure Form

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

I.20: Centerpoint Road (Design) Quiddity — 2026-PSA-29

	Contract Documents Checklist
	A COMPLETE CONTRACT PACKAGE INCLUDES:
☑	___ 1. Code of Ethics
☑	___ 2. HUB Practices
☑	___ 3. House Bill 89 Verification
☑	___ 4. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
☑	___ 5. Israel Boycott Certification (TGC 2271.002)
☑	___ 6. Prohibition of Energy Company Boycott Certification (TGC 2274)
☑	___ 7. Prohibition of Discrimination against Firearm Companies or Firearm Trade Org. Certification (TGC 2274.002)
☑	___ 8. Debarment & Licensing Certification
☑	___ 9. Vendor/Bidder's Affirmation
☑	___ 10. Conflict of Interest Disclosure & Questionnaire
☑	___ 11. Related Party Disclosure Form
☑	___ 12. Federal Affirmations and Solicitation Acceptance
☑	___ 13. System for Award Management (www.SAM.gov) Printout
☑	___ 14. Form 1295

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Quiddity Engineering , LLC

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Commissioner Michelle Cohen

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Commissioner Cohen's Father, Jesse Pena, is employed by Quiddity Engineering, LLC. Jesse started at Quiddity approximately 6 years ago and is a QA/QC Specialist. He has been working in the Civil Engineering profession in the Austin area for over 40 years

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

[X] Yes [ ] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

[ ] Yes [X] No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 [ ] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — Date: 11/21/2025

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: Jeff Moeller, PE

COMPANY NAME: Quiddity Engineering, LLC

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

November 19, 2025

Date

Hays County House Bill 89 Verification

I, JEFF MOELLER (Person name), the undersigned representative of QUIDDITY ENGINEERING, LLC (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

11/21/2025
Date

On this 21st day of NOVEMBER, 2025, personally appeared JEFF MOELLER, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Pamela D. Madrigal
Notary Public in and for the State of Texas

Pamela D Madrigal
My Commission Expires
5/30/2028
Notary ID 134923216

11/21/2025
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Quiddity Engineering,LLC	November 18, 2025
Company Name	Date
Jeff Moeller, PE	Jeff Moeller
Print Name of Company Representative	Signature of Company Representative

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Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
11-24-2025	Vendor Selection - CC Approval 11-18-2025
Date	~~IFB/RFP/RFQ~~ Number

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Quiddity Engineering,LLC — November 18, 2025

Company Name — Date

Jeff Moeller, PE — Jeff Moeller

Print Name of Company Representative — Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name — Date

Print Name of Company Representative — Signature of Company Representative

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Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Stephanie Hunt

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

11-24-2025 — Vendor Selection - CC Approval 11.18.2025

Date — ~~IFB/RFP/RFQ Number~~

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Quiddity Engineering,LLC	November 19, 2025
Company Name	Date
Jeff Moeller, PE	Jeff Moeller
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
11-24-2025	Vendor Selection: CC Approval 11.18.25
Date	IFB/RFP/RFQ Number

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Quiddity Engineering,LLC	November 19, 2025
Company Name	Date
Jeff Moeller, PE	
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

- □ will be between a governmental entity and a company with fewer than 10 full-time employees
- □ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- □ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	11-24-2025
Print Name	Signature	Date

Vendor Selection - CC Approval 11.18.2025

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

QUADDITY ENGINEERING, LLC
Name of Firm

Signature of Certifying Official

VICE PRESIDENT
Title of Certifying Official

JEFF MOELLER
Printed Name of Certifying Official

11/21/2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by JEFF MOELLER on this the ~~day of _____, 20___~~, on behalf of said Firm.

21st day of November, 2025

Pamela D Madrigal
My Commission Expires
5/30/2028
Notary ID 134923216

Pamela D. Madrigal
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 05/30/2028

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  ✓ Does not own taxable property in Hays County, or;

  ✓ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Quiddity Engineering,LLC
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

JEFF MOELLER
Printed Name

VICE PRESIDENT
Title

JMOELLER@QUIDDITY.COM
Email Address

830.203.6630 OFF
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name | Title

Section B: Former Hays County Employee

Employee Name | Title | Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Dr. Michelle Cohen | County Commissioner

Hays Employee/Former Hays Employee Name | Title

Jesse Pena | QA/QC Specialist | Father

Name of Person Related | Title | Relationship

Section D: No Known Relationships

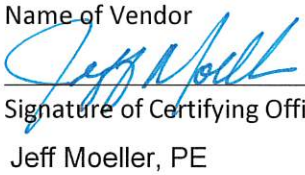
If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Quiddity Engineering,LLC

Name of Vendor



Vice President

Signature of Certifying Official | Title of Certifying Official

Jeff Moeller, PE | November 18, 2025

Printed Name of Certifying Official | Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1389901

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Quiddity Engineering
Bellaire, 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.
Hays County

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.
2026-PSA-29
Centerpoint Road Overpass FM 2439/Hunter Road to 1-35

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Synatschk , Tobin	Bellaire, TX United States	X	
Black , Clayton	Bellaire, TX United States	X	
Kennedy , Bryan	Bellaire, TX United States	X	
Krahn, Kevin	Bellaire, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jeff D. Moeller, and my date of birth is January 28,1961.

My address is 2967 Oak Run Parkway, Suite 215, New Braunfels (city), TX (state), 78132 (zip code), USA (country).

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

Executed in Comal County, State of Texas, on the 14th day of November (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop CENTERPOINT ROAD OVERPASS_ Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. ___1___
PROJECT: CENTERPOINT ROAD OVERPASS (FM 2439/HUNTER ROAD TO I-35)

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Quiddity Engineering, LLC (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $2,619,125.15.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2027. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Quiddity Engineering, LLC]	Hays County, Texas
By:_____	By:_____
Signature	Signature
Stephen G. Berkenhoff, PE _	_____
Printed Name	Printed Name
Senior Vice President_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Quiddity Engineering LLC	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Professional Engineer V (Project Manager)	$ 295.00
Professional Engineer IV	$ 275.00
Professional Engineer III	$ 234.00
Professional Engineer II	$ 204.00
Professional Engineer I	$ 177.00
Graduate Engineer II	$ 165.00
Graduate Engineer I	$ 135.00
CAD Operator I	$ 100.00
CAD Operator III	$ 130.00
Designer II	$ 165.00
GIS I	$ 105.00
GIS II	$ 140.00
Electrical Graduate Engineer II	$ 175.00
Electrical Professional Engineer III	$ 260.00
Electrical Professional Engineer IV	$ 290.00
Engineer's Assistant I	$ 85.00
Admin II	$ 105.00
Admin III	$ 135.00
Accountant	$ 145.00
Survey Manager	$ 265.00
Registered Professional Land Surveyor	$ 225.00
Project Surveyor I	$ 125.00
Survey Technician II	$ 120.00
2-Person Field Crew	$ 210.00
3-Person Field Crew	$ 255.00
Structural Graduate Engineer I	$ 140.00
Structural Graduate Engineer II	$ 170.00
Structural Professional Engineer I	$ 200.00
Structural Professional Engineer II	$ 225.00
Structural Professional Engineer III	$ 255.00
Structural Professional Engineer IV	$ 280.00
Structural Professional Engineer V	$ 300.00
Senior Structural Designer	$ 205.00
Senior Env PM II	$ 240.00
Env Project Manager II	$ 185.00
Env Scientist III	$ 100.00
Env Scientist II	$ 90.00
Env Scientist I	$ 85.00
QAQC Specialist III	$ 195.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such

rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Plots (B/W on Bond)	Actual Cost
Plots (Color on Bond)	Actual Cost
GPS	$40/day
Terrestrial Scanner (actual time in use)	$100/hr
Railroad Insurance	$3,500.00

Raba Kistner Inc.	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Director	$205.00
Assistant Director	$175.00
Project Manager	$145.00
Env. Geologist	$115.00
Principal Archeologist	$120.00
Env. Scientist	$101.00
Project Archeologist	$116.00
GIS Analyst	$122.00
Business Manager	$92.00
Clerical / Technical Editor	$76.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES

Raba Kistner Inc.	
ENVIRONMENTAL	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Plots (B/W on Bond)	Actual Cost
Plots (Color on Bond)	Actual Cost
Equipment Truck	$75/day
Photoiniozation Detector	$75/day
Environmental Testing Laboratory	$2,153/ea
Geo XT	$135/day
Curation	$800.00
TexSite Form	$110.00

HVJ Associates	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Project Principal	$225.00
Project Manager	$185.00
Senior Engineer	$195.00
Project Engineer	$165.00
Staff Engineer, EIT	$145.00
Engineering Tech	$95.00
Geologist	$135.00
Clerical / Technical Editor	$80.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES

HVJ Associates	
GEOTECHNICAL & MATERIALS TESTING	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Lodging	Actual Cost
Lodging Taxes	Actual Cost
Meals Day/person	$63/day
Bulk Laboratory Testing	
Laboratory Compaction Characteristics of Soil Using Standard Effort	$310/each
California Bearing Ratio (CBR) of Laboratory-Compacted Soils (Single Sample without MD Curve)	$440/test
Unconfined Compressive Strength (Soil)	$86/each
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	$700/each
Unconfined Compressive Strength (Rock)	$115/each
Borehole Grouting - Bentonite Chips	$16/LF
Pavement Coring	
(b) 6-in. diameter cores	$48/inch
Core Repair/Patch Asphalt Cold Mix	$102/each
Non Destructive Deflection Testing	
Falling Weight Deflection (FWD)	$4,000/day
FWD Mobilization	$750/trip
Laboratory Testing for Soils	
Determining Moisture Content in Soil Materials	$36/each
Determining Liquid Limits of Soils	$62/each
Determining Plastic Limit of Soils	$62/each
Calculating the Plasicity Index of Soils	$55/each
Particle Size Analysis of Soils	$210/each
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	$80/each
Soil-Lime Testing - Part 3	$420/each
Determining Soil pH	$73/each
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils - Single Stage	$2,200/each
Determining Sulfate Content in Soils - Colorimetric Method	$156/each

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

QUIDDITY

2967 Oak Run Parkway, Suite 215
New Braunfels, Texas 78132
Tel: 210.494.5511
www.quiddity.com

July 22, 2025

Ms. Marianne Choi, PE
Project Manager – HNTB

Sent Via email to: mchoi@hntb.com

RE: Quiddity Engineering's Insurance Deductible Declaration for Hays County

Justin,

Per Article 25, Item F, of the PSA, this letter is intended to serve as our declaration noting Quiddity Engineering's insurance deductible is $500,000, exceeding the amount noted in the PSA. Attached to this letter is our Certificate of Liability Insurance for the County's review. Note that the insurance limits equal or exceed those requested in the PSA.

We respectfully request Hays County's review of this information. If you have any questions, or need additional information, please call my cell at 210.273-1547 or email me at jmoeller@quiddity.com.

Thank you for your consideration,

Jeff Moeller, PE
Vice President

CC: Mr. Carlos Lopez – HNTB
Mr. Nick Garcia – Quiddity Engineering

Attachment: Certificate of Liability Insurance (2 pages)

Client#: 170408 QUIDDENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Rachel Townsend
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713-490-4700
E-MAIL ADDRESS: rachel.townsend@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : Lexington Insurance Company	19437
INSURER D : National Fire Insurance Co. of Hartford	20478
INSURER E :	
INSURER F :	

INSURED
Quiddity Engineering, LLC
6330 West Loop South, Suite 150
Bellaire, TX 77401

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7011568206	11/01/2025	11/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			7011568223	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7011568187	11/01/2025	11/01/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		7011568190	11/01/2025	11/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			031711133	11/01/2025	11/01/2026	$5,000,000 per claim $10,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Quiddity Engineering LLC DBA Jones & Carter Inc.

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status only when there is a written contract that requires, such status, and only with regard to work performed on behalf of the named insured.
(See Attached Descriptions)

CERTIFICATE HOLDER
Hays County, Texas
712 S. Stagecoach Trail, Suite 1012
San Marcos, TX 78666

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

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DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

All policies provide a Blanket Waiver of Subrogation when required by written contract.

All policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy follows form to the underlying General Liability, Auto, and Employers Liability policies.
Additional Insured: Hays County, Texas, its directors, officers and employees Project #: Centerpoint Road Overpass (I-35 to FM2439 (Hunter Road)

From: Marianne Choi
To: Nick C. Garcia PE; Carlos Lopez
Cc: Maria Christina Castanon; Marie Walters; 65000_Centerpoint; Jeff D. Moeller PE; Linda Cox
Subject: RE: Professional Services Agreement-Quiddity (Jones Carter)-Centerpoint Road Overpass (I-35 to FM 2439/Hunter Road)
Date: Friday, July 25, 2025 8:17:53 AM
Attachments: image002.png
image003.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nick,
The county has approved the change to the insurance deductible.

Thank you,
Marianne Choi, PE (NY, TX)
Section Manager
Transportation Department
Tel (512) 691-2219 **Cell** (646) 965-4014 **E-mail** mchoi@hntb.com

HNTB CORPORATION
200 West Sixth Street, Suite 2400 | Austin, TX 78701 | hntb.com

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From: Nick C. Garcia PE <ngarcia@quiddity.com>
Sent: Tuesday, July 22, 2025 5:37 PM
To: Marianne Choi <mchoi@HNTB.com>; Carlos Lopez <clopez@HNTB.com>
Cc: Maria Christina Castanon <mcastanon@HNTB.com>; Marie Walters <mawalters@HNTB.com>; 65000_Centerpoint <65000_Centerpoint@HNTB.com>; Jeff D. Moeller PE <jmoeller@quiddity.com>; Linda Cox <lcox@quiddity.com>
Subject: RE: Professional Services Agreement-Quiddity (Jones Carter)-Centerpoint Road Overpass (I-35 to FM 2439/Hunter Road)

External Email: Use caution when clicking on links, replying, or opening attachments.

Good afternoon Marianne,

We would like to request a change to the insurance deductible. In Article 25 (Insurance), Item F (Premiums and Deductible), it states:

Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

¶

F. → Premiums· and· Deductible.· · Engineer· shall· be· responsible· for· payment· of· premiums· for· all· of· the· insurance· coverages· required· under· this· section.· Engineer· further· agrees· that· for· each· claim,· suit· or· action· made· against· insurance· provided· hereunder,· with· respect· to· all· matters· for· which· the· Engineer· is· responsible· hereunder,· Engineer· shall· be· solely· responsible· for· all· deductibles· and· self-insured· retentions.· Any· deductibles· or· self-insured· retentions· over· $200,000· in· the· Engineer's· insurance· must· be· declared· and· approved· in· writing· by· County· in· advance.¶

I've attached a similar request we submitted for the FM 150 East project.

Please let us know if you need anything else or have any questions.

Thanks,

Nicolas Garcia, PE
Manager
Email: ngarcia@quiddity.com
T: (210) 546-0072

From: Lydia Navarro-Rodriguez <lnavarrorodriguez@HNTB.com>
Sent: Tuesday, June 17, 2025 10:17 AM
To: Nick C. Garcia PE <ngarcia@quiddity.com>; Jeff D. Moeller PE <jmoeller@quiddity.com>; Linda Cox <lcox@quiddity.com>; Jennifer Moczygemba <jennifer.m@hayscountytx.gov>; Marti Reich <marti.reich@hayscountytx.gov>; Brandon Elliott <brandon.elliott@hayscountytx.gov>; Heather Gondesen <heather.gondesen@hayscountytx.gov>; Morgan Hammer <morgan.hammer@hayscountytx.gov>; Linda McHugh <linda.mchugh@hayscountytx.gov>
Cc: Maria Christina Castanon <mcastanon@HNTB.com>; Marie Walters <mawalters@HNTB.com>; Lauren Ayers <layers@HNTB.com>; Carlos Lopez <clopez@HNTB.com>; Sarah Shields <sshields@HNTB.com>; 65000_Centerpoint <65000_Centerpoint@HNTB.com>; Marianne Choi <mchoi@HNTB.com>; Michelle Cooper <mlcooper@HNTB.com>
Subject: Professional Services Agreement-Quiddity (Jones Carter)-Centerpoint Road Overpass (I-35 to FM 2439/Hunter Road)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nick,

Based on Commissioners Court Action on March 4, 2025, Quiddity (Jones Carter) has been selected through RFQ 2025-Q01 to provide design services for the Centerpoint Road Overpass (I-35 to FM 2439/Hunter Road) project in Precinct 3.
I know in your case some of these documents are already in process since we started earlier in the year. Attached are the approved and finalized versions of the PSA and forms.

Attached is the approved template for a Professional Services Agreement (Contract) with Hays County and related forms for use on 2024 Road Bond Projects. The Contract Compensation Cap under Article 5 – Compensation and Expenses – will be shared once project scope and fee negotiations are complete. The Work Authorization Cover Sheet and Attachment A are also attached as separate files. Please submit your Exhibit D - Rate Schedule as an excel spreadsheet (sample attached).
For your review, the below templates are now attached to the contract as part of Exhibit A:

- House Bill 89 Verification Form
- Code of Ethics Form
- Related Party Disclosure Form
- Form CIQ-Conflict of Interest Questionnaire

With your completed contract, including Exhibit A (County Forms), prepare a Form 1295 for this specific contract. Please submit with your partially executed documents for Commissioners Court consideration.

Form 1295-Certificate of Interested Parties:

The Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:
Form 1295-Certificate of Interested Parties

Please reach out with any questions. Thank-you.

Lydia Navarro-Rodriguez
Project Contracts Administrator I
Tel (512) 691-2211 **Email** I lnavarrorodriguez@hntb.com

HNTB CORPORATION | INFRASTRUCTURE SOLUTIONS
200 W 6th St., Suite 2400 | Austin, TX 78701 | hntb.com

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AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-34) between Hays County and American Structurepoint, Inc. to provide Design services for the RM 150 at RM 12 Roundabout project in Precinct 4. **SMITH/A.JONES**

Summary:

American Structurepoint, Inc. was selected by Hays County for design services on the RM 150 at RM 12 Roundabout Project at Commissioners Court on November 18, 2025 utilizing the selection process established at the October 28, 2025 Commissioners Court. The Professional Services Agreement includes a compensation cap of $465,421.09.

Fiscal Impact:

Amount Requested: $465,421.09
Line Item Number: 036-804-96-873.5621_400

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-34 - American Structurepoint

Docusign Envelope ID: B7C20851-E702-40AE-A1FF-3AC1347844D6

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **American Structurepoint, Inc. ("Engineer")**
ADDRESS: **2600 Via Fortuna, Building One, Suite 300, Austin, Texas 78746**
PROJECT: RM 150 at RM 12 Roundabout **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

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Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

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ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

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Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four Hundred Sixty Five Thousand Four Hundred-Twenty One and 09/100 Dollars ($465,421.09)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Docusign Envelope ID: B7C20851-E702-40AE-A1FF-3AC1347844D6

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

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The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

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Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Adam Pfeiffer, PE
American Structurepoint, Inc.
2600 Via Fortuna, Building 1, Suite 300
Austin, Texas 78746

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Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

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ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

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Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

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when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

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ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

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occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

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Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

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JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

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TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein

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entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

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ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

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compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **American Structurepoint, Inc.**
Attn: Cash E. Canfield, PE
9025 River Road, Suite 200
Indianapolis, Indiana 46240

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

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Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

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understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized

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representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

American Structurepoint, Inc.

By: Signed by: Benjamin W. Borcherding DEEB909A5C25424...

Printed Name: Benjamin W. Borcherding

Title: Chief Operating Officer

Date: 11/18/2025

APPROVED
By Carlos Lopez at 2:19 pm, Dec 05, 2025

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LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Debarment and Licensing Certification
- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Related Party Disclosure Form

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

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EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

RM 150 at RM 12 (Design) American Structurepoint- 2026-PSA-34

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1390749

Date Filed:
11/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
American Structurepoint, Inc.
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.
Hays County

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.
PSA Contract No. 2026-PSA-34
Project Name: I.35: RM 150 at RM 12 (Design)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Canfield, Cash	Indianapolis, IN United States	X	
Shebeck, Michael	Indianapolis, IN United States	X	
Davidson, Steven	Indianapolis, IN United States	X	
Hoopingarner, Michael	Indianapolis, IN United States	X	
Bastian, William	Indianapolis, IN United States	X	
Conner, Willis	Indianapolis, IN United States	X	
Henneke, Gregory	Indianapolis, IN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cash E. Canfield, and my date of birth is May 23, 1972.

My address is 9025 River Road, Suite 200, Indianapolis (city), IN (state), 46240 (zip code), USA (country).

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

Executed in Marion County, State of Indiana, on the 18th day of November (month), 20 25 (year).

DocuSigned by:
Cash E. Canfield
F10A20CCE23A42D...
Signature of authorized agent of contracting business entity
(Declarant)

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Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

American Structurepoint, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

n/a

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Cash E. Canfield

Name of signatory

DocuSigned by:
Cash C. Canfield
F19A20CCE23A420...

Signature

12/3/2025

Date

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: Cash E. Canfield

PRINT NAME & TITLE: Cash E. Canfield, President

COMPANY NAME: American Structurepoint, Inc.

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Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signed by:
Steven J. Miller
DEC5DB390138449...
Signature

11/19/2025
Date

Hays County House Bill 89 Verification

I, Cash E. Canfield (Person name), the undersigned representative of American Structurepoint, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Cash E. Canfield
Signature of Company Representative

November 18, 2025
Date

On this 18th day of November, 2025, personally appeared Cash E. Canfield, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Megan M. Adams
Notary Public in and for the State of ~~Texas~~ MMA
(if other than Texas, Write state in here Indiana)

Megan M. Adams
Notary Public Seal State of Indiana
Hamilton County
Commission Number NP0739626
My Commission Expires 3/7/2030

November 18, 2025
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above- named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

American Structurepoint, Inc.	November 18, 2025
Company Name	Date
Cash E. Canfield	Cash E. Canfield
Print Name of Company Representative	Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above- named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12.10.2025	Vendor Selection CC Approval 11.18.25
Date	~~IFB/RFP/RFQ~~ Number

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

3. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

American Structurepoint, Inc.	November 18, 2025
Company Name	Date
Cash E. Canfield	Cash E. Canfield
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12.10.2025	Vendor Selection CC Approval 11.18.25
Date	~~IFB/RFP/RFQ~~ Number

Docusign Envelope ID: C22966FA-D7E4-4EF0-AE84-64B9B3C2C3CC

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

American Structurepoint, Inc.	11/19/2025
Company Name	Date
Steven J. Miller	Signed by: Steven J. Miller DEC5DB390138449
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12.10.2025	Vendor Selection CC Approval 11.18.25
Date	~~IFB/RFP/RFQ~~ Number

Docusign Envelope ID: C22966FA-D7E4-4EF0-AE84-64B9B3C2C3CC

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

American Structurepoint, Inc.	11/19/2025	
Company Name	Date	Signed by: Steven J. Miller DEC6DB390138449...
Steven J. Miller		
Print Name of Company Representative		Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	12.10.2025
Print Name	Signature	Date

Vendor Selection CC Approval 11.18.25

Debarment and Licensing Certification

STATE OF ~~TEXAS~~ Indiana §
§
COUNTY OF ~~HAYS~~ Marion §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

American Structurepoint, Inc.
Name of Firm

Cash E. Canfield
Signature of Certifying Official

President
Title of Certifying Official

Cash E. Canfield
Printed Name of Certifying Official

November 18, 2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Cash E. Canfield on this the 18th day of November, 2025, on behalf of said Firm.

Megan M. Adams
Notary Public in and for the State of ~~Texas~~ Indiana
(if other than Texas, Write state in here Indiana)

Megan M. Adams
Notary Public Seal State of Indiana
Hamilton County
Commission Number NP0739626
My Commission Expires 3/7/2030

My commission expires: 3/7/2030

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Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  X Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

American Structurepoint, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signed by:
Steven J. Miller
DEC5DB390138449...
Signature of Company Official Authorizing Bid/Offer

Steven J. Miller
Printed Name

Senior Vice President
Title

smiller@structurepoint.com
Email Address

(317) 547-5580
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County

Employee Name	Title

Section B: Former Hays County

Employee Name	Title	Date of Separation from County
Lon Shell	County Commissioner	12/31/2024

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title	
Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

American Structurepoint, Inc.

Name of Vendor

Cash E. Canfield

Signature of Certifying Official

President

Title of Certifying Official

Cash E. Canfield

Printed Name of Certifying Official

November 18, 2025

Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

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EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop RM 150 at RM 12 Roundabout Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

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EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

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EXECUTED this day of _____.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

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EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

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EXHIBIT D

American Structurepoint Inc DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$334.00
Senior Project Manager	$328.00
QAQC	$334.00
Project Manager	$269.00
Senior Project Engineer	$228.00
Project Engineer	$193.00
Design Engineer	$175.00
Sr. Drainage Engineer	$260.00
Drainage Engineer	$190.00
Sr. Traffic Engineer	$250.00
Traffic Engineer	$180.00
Sr. Structural Engineer	$290.00
Structural Engineer	$190.00
EIT	$170.00
Senior Technician	$215.00
Technician	$140.00
Landscape Architect	$175.00
Admin / Clerical	$100.00

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
TCEQ Fee	Actual Cost

Surveying and Mapping Utilities	
CLASSIFICATIONS	**RATE PER HOUR**
Office / Department Manager	$300.00
Senior Project Manager	$265.00
Project Manager	$235.00
Staff Engineer	$225.00
Phase Manager	$165.00
Senior Office Technician	$155.00
Office Technician III	$145.00
Office Technician II	$135.00
Office Technician I	$125.00
Senior Utility Coordinator	$200.00
Utility Coordinator	$135.00
Project Specialist	$150.00
Administration/Clerical Support	$120.00
Field Ops Manager	$210.00
Field Coordinator / Supervisor	$150.00
Field Technician III	$145.00
Field Technician II	$130.00
Field Technician I	$120.00

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Consumables Surcharge	Actual Cost
Environmental Supplies	Actual Cost
Recording Fees	Actual Cost
Permitting Fees	Actual Cost
Third-Party Traffic Control	Actual Cost
Metered Water	Actual Cost
Backfill Material	Actual Cost
Spoils Disposal	Actual Cost
Coring	Actual Cost
Document Reproduction	Actual Cost
Records Collection Fees	Actual Cost
SUE Equipment Package	Actual Cost
GPS Receiver	Actual Cost
Hydroexcavation	Actual Cost
Traffic Control (QL-A work)	Actual Cost

Hicks Environmental ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$211.33
Sr. Program Manager	$175.92
Sr. Envl Scientist III	$156.81
Sr. Envl Scientist II	$143.62
Sr. Envl Scientist I	$139.22
Envl Scientist III	$131.33
Envl Scientist II	$121.64
Envl Scientist I	$112.33
Envl Prof III	$105.67
Envl Prof II	$96.72
Envl Prof I	$93.59
Envl Staff I	$86.46

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

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EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Docusign Envelope ID: B7C20851-E702-40AE-A1FF-3AC1347844D6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2025

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** ACEC Certificates **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** ACECcertificates@greyling.com
INSURED AMERSTR American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis IN 46240	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Valley Forge Insurance Company / 20508 **INSURER B :** The Continental Insurance Company / 35289 **INSURER C :** Travelers Casualty & Surety Co America / 31194 **INSURER D :** Transportation Insurance Company / 20494 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 877700744 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR $1M/$1M/$1M GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			6050367892	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6050364572	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			6050364555	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		650364569	11/1/2025	11/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability incl. Pollution Liability			107806802	5/29/2025	5/29/2026	Per Claim Aggregate	$5,000,000 $5,000,000

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

Any person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect to the General Liability, Automobile Liability and Employers Liability policies. Umbrella is follow form.

Hays County, Texas, its directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

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

Gregg Bachtel

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AGENDA ITEM REQUEST FORM: I. 4.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones, Interim Transportation Director

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-27) between Hays County and LJA Engineering, Inc. to provide Design services for the Goforth Road project (Segment 1-Cotton Gin Road to Bebee Road) (Segment 2-CR 158 to FM 150 East) in Precinct 1 and Precinct 2. **INGALSBE/COHEN/A.JONES**

Summary:

LJA Engineering, Inc. was selected by Hays County for design services on the Goforth Road project (Segment 1-Cotton Gin Road to Bebee Road) (Segment 2-CR 158 to FM 150 East) at Commissioners Court on November 18, 2025 utilizing the selection process established at the October 28, 2025 Commissioners Court. The Professional Services Agreement includes a compensation cap of $2,233,000.76.

Fiscal Impact:

Amount Requested: $2,233,000.76
Line Item Number: 036-801-96-533.5621_700
036-802-96-619.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-27 - LJA - Goforth Road Pct 1 and Pct 2

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

Contract # 2026-PSA-27

FIRM: **LJA Engineering, Inc. ("Engineer")**
ADDRESS: **7500 Rialto Blvd., Bldg II, Suite 100, Austin, TX 78735**
PROJECT: Goforth Road **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. _____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two million, two hundred thirty-three thousand and 76/100 Dollars ($2,233,000.76)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to proceed with the applicable

Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Zach Ryan, P.E.
LJA Engineering, Inc.
7500 Rialto Blvd., Bldg II, Suite 100
Austin, TX 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated

Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33 . Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein

entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: Zach Ryan, P.E. LJA Engineering, Inc. 7500 Rialto Blvd., Bldg II, Suite 100 Austin, TX 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without

waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall

be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County,

in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR

REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

LJA Engineering, Inc.

By: _____

APPROVED
By Carlos Lopez at 8:30 am, Nov 19, 2025

Printed Name: Thomas Lowe

Title: Senior Vice President

Date: November 18, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Debarment and Licensing Certification
- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Related Party Disclosure Form

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

No LJA employee or officer has a business relationship with any local governmental entity as defined by Section 176.001(1-a).

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Thomas Jones

Signature of vendor doing business with the governmental entity

11/18/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:

PRINT NAME & TITLE: Thomas Lowe, Senior Vice President

COMPANY NAME: LJA Engineering, Inc.

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

11/18/2025

Date

Hays County House Bill 89 Verification

I, Thomas Lowe (Person name), the undersigned representative of LJA Engineering, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Thomas Lowe
Signature of Company Representative

11/18/2025
Date

On this 18 day of November, 2025, personally appeared Thomas Lowe, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

J Mitchell
Notary Public in and for the State of Texas

11/18/2025
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

LJA Engineering, Inc.	11/18/2025
Company Name	Date
Thomas Lowe	Thomas Lowe
Print Name of Company Representative	Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
11-24-2025	Vendor Selection-CC Approval 11-18-25
Date	~~IFB/RFP/RFQ Number~~

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

LJA Engineering, Inc. — 11/18/2025

Company Name — Date

Thomas Lowe — Thomas Lowe

Print Name of Company Representative — Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name — Date

Print Name of Company Representative — Signature of Company Representative

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Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Stephanie Hunt

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

11-24-2025 — Vendor Selection - CC Approval

Date — ~~IFB/RFP/RFQ Number~~

11-18-2025

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

LJA Engineering, Inc. — Company Name

11/18/2025 — Date

Thomas Lowe — Print Name of Company Representative

Thomas Lowe — Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Print Name of Hays County Purchasing Representative

Stephanie Hunt — Signature of Hays County Purchasing Representative

11-24-2025 — Date

Vendor Selection-CC Approval 11-18-2025 — ~~IFB/RFP/RFQ Number~~

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

LJA Engineering, Inc.	11/18/2025
Company Name	Date
Thomas Lowe	Thomas Lowe
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	11-24-2025
Print Name	Signature	Date

Vendor Selection - CC Approval 11-18-2025

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.
Name of Firm

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Thomas Lowe
Printed Name of Certifying Official

11/18/2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Thomas Lowe on this the day of Nov. 18, 2025, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

My commission expires: 12-22-2025

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _X_ Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

LJA Engineering, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Signature of Company Official Authorizing Bid/Offer

Thomas Lowe
Printed Name

Senior Vice President
Title

tlowe@lja.com
Email Address

512.767.7300
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

LJA Engineering, Inc. has no known relationships in accordance with the above.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

LJA Engineering, Inc.

Name of Vendor

Thomas Lowe — Senior Vice President

Signature of Certifying Official — Title of Certifying Official

Thomas Lowe — 11/18/2025

Printed Name of Certifying Official — Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1390549

Date Filed:
11/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LJA Engineering, Inc.
Houston, 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.
Hays County

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.
2026-PSA-27
Professional engineering services for contract 2026-PSA-27, Goforth Rd (Design), Pct 1 (Seg 1) Limits-Cotton Gin Rd to Bebee Rd (0.70 miles), Pct 2 (Seg 2) Limits-CR 158 to FM150 East (0.65 miles)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford, Susan D.	Houston, TX United States	X	
Cannon, Jeff	Houston, TX United States	X	
McKee, Alan B.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Thomas Lowe, and my date of birth is 8/27/1971.

My address is 2700 La Frontera Blvd., Suite 200, Round Rock (city), TX (state), 78681 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 18 day of Nov. (month), 20 25 (year).

Thomas Lowe
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Goforth Road Segment 1 (Cotton Gin Road to Bebee Road) and Goforth Road Segment 2 (CR 158 to FM 150) Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

LJA ENGINEERING, INC.	
CLASSIFICATIONS	**RATE PER HOUR**
PROJECT PRINCIPAL	$310.00
SENIOR PROJECT MANAGER	$290.00
PROJECT MANAGER	$260.00
QUALITY MANAGER	$260.00
SENIOR ENGINEER	$240.00
PROJECT ENGINEER	$210.00
DESIGN ENGINEER	$185.00
GRADUATE ENGINEER	$150.00
ENGINEER-IN-TRAINING	$150.00
SENIOR DESIGNER	$175.00
DESIGNER	$125.00
SENIOR STRUCTURAL ENGINEER	$260.00
STRUCTURAL ENGINEER	$220.00
SENIOR ENGINEERING TECHNICIAN	$160.00
SENIOR CADD OPERATOR	$145.00
CADD TECHNICIAN	$120.00
PROJECT REPRESENTATIVE	$130.00
SENIOR UTILITY COORDINATOR	$185.00
UTILITY COORDINATOR	$140.00
PUBLIC INVOLVEMENT MANAGER	$240.00
PUBLIC INVOLVEMENT SPECIALIST	$180.00
PUBLIC INVOLVEMENT COORDINATOR	$120.00
GIS ANALYST/CARTOGRAPHY	$145.00
GIS TECHNICIAN	$130.00
ADMIN	$90.00

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The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

LJA ENGINEERING, INC.	
DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Photocopies B/W (8 1/2" X 11") / each	$0.12
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.50
Plots (B/W) / square foot	$2.00
Plots (Color) / square foot	$5.00
CLOMR Review Fee / each	At Cost
TDLR Plan Review and Registration / each	At Cost
Traffic Counts / each	At Cost

MCGRAY & MCGRAY LAND SURVEYORS, INC.	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
PROJECT MANAGER	$235.51
SURVEYOR (RPLS) SENIOR	$193.95
SURVEYOR (RPLS)	$171.78
MAPPING EDITOR	$110.83
SURVEY TECHNICIAN SIT	$119.14
SURVEY TECHNICIAN	$98.36
ABSTRACTOR	$94.20
AERIAL MAPPING TECHNICIAN	$94.03
GIS TECHNICIAN	$92.82
LIDAR TASK LEAD	$138.53
LDIAR MAPPING TECHNICIAN	$99.74
ADMIN/CLERICAL	$94.20
3 MAN SURVEY CREW	$280.00
2 MAN SURVEY CREW	$220.00
1 MAN SURVEY CREW	$155.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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MCGRAY & MCGRAY LAND SURVEYORS, INC.	
SURVEY	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Delivery	Actual Cost
Telecom	Actual Cost
Rental Vehicles	Actual Cost
Airfare	Actual Cost

LJA Environmental Services	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
PRINCIPAL IN CHARGE	$285.00
PROJECT DIRECTOR	$280.00
SENIOR VICE PRESIDENT	$265.00
VICE PRESIDENT	$255.00
SENIOR PROJECT MANAGER	$210.00
PROJECT MANAGER	$190.00
ASSISTANT PROJECT MANAGER	$175.00
PROJECT COORDINATOR III	$175.00
PROJECT COORDINATOR II	$165.00
PROJECT COORDINATOR I	$150.00
PROJECT LEADER III	$160.00
PROJECT LEADER II	$130.00
PROJECT LEADER I	$120.00
FIELD LEADER	$130.00
GIS ANALYST II	$165.00
GIS ANALYST I	$125.00
FIELD TECH III	$120.00
FIELD TECH II	$115.00
FIELD TECH I	$90.00
PROJECT SUPPORT OFFICER II	$135.00
PROJECT SUPPORT OFFICER I	$110.00
EDITOR	$120.00
ADMIN IV	$150.00
ADMIN III	$125.00
ADMIN II	$110.00
ADMIN I	$85.00

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LJA Environmental Services	
ENVIRONMENTAL	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

Corsair	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Support Manager - GEO/Materials	$285.19
Engineer (Senior)	$238.22
Engineer (Project) - Senior	$202.23
Engineer (Project)	$178.24
Engineer (Design)	$154.94
Engineer-in-Training	$137.12
Engineer Technician - Senior	$93.91
Engineer Technician	$64.00
Engineer Technician - Junior	$49.57
Project Control Specialist	$123.40
Geologist - Junior	$78.83
Administrative/Clerical	$99.82

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Corsair	
GEOTECHNICAL & MATERIALS TESTING	
DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Portable Message Board / day	At Cost
Flashing Arrow Board / day	At Cost
Law Enforcement/Uniform Officer (including vehicle) / hour	At Cost
Construction Truck (Includes operation, and mainenance costs; Insurance costs will not be reimbursed) (5 or less days) / day	At Cost
Mobilization and Demobilization of Drilling Rig (trips over 100 miles from office to site) / mile	$6.00
Attenuator Trucks - (Lane/Shoulder Closure) (includes labor, equipment and fuel) / day	At Cost
Attenuator Trucks - (No Lane Closure) (includes labor, equipment and fuel) / day	At Cost
Traffic Control Services, Arrow Boards and Attenuator trucks (includes labor, equipment and fuel)	At Cost

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2025

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
Greyling Insurance Brokerage
3780 Mansell Road, Suite370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURER B : Westchester Surplus Lines Insurance Co	10172
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Lloyds	085202
INSURER E : Evanston Insurance Company	35378
INSURER F :	

INSURED
LJA Engineering, Inc.
3600 W Sam Houston Parkway S Suite 600
Houston TX 77042

COVERAGES **CERTIFICATE NUMBER:** 86452577 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:			GL 6360582	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 5774680	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			G48744734001	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 013265763 (AOS) WC 013265764 (CA)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			RLUSP2400003	8/1/2025	8/1/2026	Per Claim $5,000,000 Aggregate $5,000,000	
E	Pollution Liability			MKLV2ENV104342	8/1/2025	8/1/2026	Per Occurrence $5,000,000 Aggregate $5,000,000	

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

Goforth Lane (CR 158 to RM 150)

CERTIFICATE HOLDER

Hays County Purchasing
712 S. Stagecoach Trail, Suite 1012
San Marcos TX 78666

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

Matias Ormaza

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Greyling Insurance Brokerage	LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
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 (03/16)

HOLDER: Hays County Purchasing

ADDRESS: 712 S. Stagecoach Trail, Suite 1012 San Marcos TX 78666

Additional Named Insureds:
Berg-Oliver Associates; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079
Horizon Environmental Services; 1507 South IH 35; Austin, TX 78741
LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042
LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042
LJA Program Management, LLC (fka Ramos Consulting, LLC); 7500 Rialto Boulevard, Building 2, Suite 100, Austin, TX 78735
LJA Energy, Inc 3600 W Sam Houston Pkwy., S. Suite 625, Houston, TX 77042
LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 2000 Round Rock, TX 78681
Paragon Consulting Group, Inc. 350 Airport Rd, Griffin, GA 30224
Alliance Engineering & Planning LLC; Alliance Surveying LLC; DBA Alliance Engineering, Planning, Landscape Architecture; 299 S Main Street, Suite A, Alpharetta, GA 30009
Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32950
LJA Telecom Construction, Inc., LJA Engineering, Inc., 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
Donald W. McIntosh Associates, Inc., 1950 Summit Park Dr., Suite 600, Orlando, FL 32810
Afendras Archaeology, 746 E. Center Road, Goldsby, OK 73093
Freeland & Kauffman, Inc., 209 W. Stone Avenue, Greenville, SC 29609
BM&K, Inc., P.O. Box 878, Braselton, GA 30517
Lonestar Program Controls Group, LLC, 803 Haven Point Loop, New Braunfels, TX 78132-4339
LJA Engineering, Inc. – 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
Gonzalez-Strength & Associates, Inc. – 1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244
BSE Consultants, Inc. – 312 S. Harbor City Boulevard, Unit 4, Melbourne, FL 32901
Pharis Design – 3711 S Mopac Expressway Building I , Suite 350 Austin, TX 78746
Peters and Yaffee, Inc. 9822 Tapestry Park Circle, Units #204-5 Jacksonville FL 32246
David Plummer & Associates, Inc. 1750 Ponce De Leon Blvd. Coral Gables FL 33134
Fagan Consulting, LLC 14501 Falcon Head Blvd. #28 Austin, TX 78738
MESA Integrated Solutions, Inc. 3720 Whitt Loop Austin, TX 78749
The WLB Group, Inc., 4444 East Broadway Blvd., Tucson, AZ 85711

General Liability Maximum Annual Aggregate limit $10,000,000
All policies listed (except for Work Comp and Professional Liability) include an automatic Additional
Insured that provides Additional Insured status to the Certificate Holder only when there is a written
contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms CG2010 12/19 (includes ongoing operations) & CG2037 12/19 (GL); CA 2048 12/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed
prior to a loss per policy forms CG 2404 12/19 (GL); CA 20 48 (10/13)(Auto); and WC 00 03 13 (4/84) (WC). The Umbrella Liability policy follows form to the underlying General,

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Greyling Insurance Brokerage	LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
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 (03/16)

HOLDER: Hays County Purchasing

ADDRESS: 712 S. Stagecoach Trail, Suite 1012 San Marcos TX 78666

Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

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ATTACHMENT

POLICY NUMBER: CA 5774680

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/01/2025	Countersigned
Named Insured: LJA Engineering, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/28/2025 forms a part of

policy No. CA 5774680 issued to LJA Engineering, Inc.

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/28/2025 forms a part of

Policy No. CA 5774680 issued to LJA Engineering, Inc.

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer.**

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025 forms a part of

policy No. CA 5774680 issued to LJA Engineering, Inc.

by National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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LJA Engineering, Inc.

POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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However, to the extent that **Damages** and **Claims Expenses** would be covered by the terms and conditions of this Policy but excluded or limited by such other insurance, this Policy, subject to its terms, conditions, exclusions and limitations, including the Retention, shall be primary to such other insurance with respect to the excluded or limited **Damages** and **Claims Expenses.**

Any deductible or self-insured retention payments made by or on behalf of the **Assured** or payments by insurers under such other insurance shall be deemed to apply towards satisfying the **Retention** obligations under this Policy

7. CHANGES

None of the Insuring Agreements, Exclusions, Definitions or Conditions or other terms of this Policy shall be amended, waived or otherwise changed except by endorsement hereto signed by the Insurers.

8. NAMED ASSURED AS AGENT

The first **Named Assured** specified in Item 1 of the Declarations shall be considered the agent of all **Assureds** with respect to the giving of or receipt of all notices pertaining to this Policy and shall be responsible for the payment to the Insurers of all premiums and for payment of the Retention.

9. PREMIUM

The premium for this Policy shall be the amount specified in Item 5 of the Declarations.

10. SUBROGATION

In the event of any **Claim** under this Policy, the Insurers shall be subrogated to all of the **Assured's** rights of recovery against any person or entity, and the **Assured** shall execute and deliver to the Insurers any and all necessary documentation, instruments and records and do whatever else is necessary to secure and enforce such rights. The **Assured** shall take no action after such **Claim** is made against it which prejudices such rights of Insurers.

The Insurers agree to waive their rights of recovery for a **Claim** to the extent the **Named Assured** had, prior to such **Claim**, a written agreement to waive such rights.

11. ASSIGNMENT

No assignment or transfer of any **Assured's** rights under this Policy shall bind the Insurers. If an **Assured** shall die or be adjudged incompetent, such insurance shall cover that **Assured's** legal representative as an **Assured** as would be permitted by this Policy.

12. MERGERS AND ACQUISITIONS

In the event that the **Named Assured** (i) acquires any other entity or acquires substantially all the assets of another entity, or (ii) merges with another entity such that the **Named Assured** is the surviving entity, or (iii) creates or acquires a **Subsidiary** after the effective date of this policy, no coverage shall be afforded under this policy for any **Claim** arising out of **Professional Services**, **Contracting Services** or **Technology Services** performed by or alleged to have been performed by such entity acquired or merged with or such **Subsidiary** created, unless and until:

1. The **Named Assured** provides written notice to the Insurers of such transaction or event not more than ninety (90) days after the effective date of such transaction, or event, and

2. The **Named Assured** promptly provides the Insurers with such information in connection therewith as the Insurers may reasonably deem necessary, and

This Endorsement forms part of Policy No.: RLUSP2400003

Issued to: LJA Engineering, Inc.

Issued by: Convex Insurance UK Limited and as shown in the Market Sheet

Effective: 12.01 am Local Standard Time on 1 September 2022

Endorsement No .18

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize Greyling Insurance Brokerage and Risk Consulting Inc the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Assured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy, Underwriters shall mail written notice of such cancellation, or non-renewal, to such Certificate Holder within a specified period of time; provided, however, that the Underwriters shall have not be required to provide such notice more than 90 days prior to the effective date of cancellation or non-renewal. The **Assured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation or, non-renewal, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation or, non-renewal as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Assured**.

All other terms, clauses and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By

New Hampshire Insurance Company

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the " Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56
(Ed. 04/11)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $2,158.00

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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CALIFORNIA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265764 (CA)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We will mail or deliver to you not less than 10 days advance written notice of cancellation for reasons (a) through (g) and 30 days advance written notice of cancellation for reasons (h) through (m) of California Cancellation Endorsement WC990017. We will mail or deliver to you not less than 30 days and not more than 120 days advance written notice of non-renewal.

Except for non-payment of premium and non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due, for which we will provide advance written notice in accordance with the provisions of any applicable statute or regulation, we shall not provide less than the number of days set forth below.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days

WC 99 04 11
(Ed. 08/03)

Countersigned by _____

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265764 (CA)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE WAIVED SUCH RIGHT OR RECOVERY IN A WRITTEN CONTRACT WITH THAT PERSON OR ORGANIZATION PROVIDED SUCH WRITTEN CONTRACT: 1. IT CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THE POLICY: AND 2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.	

WC 04 03 06
(Ed. 04/84)

Countersigned by _____

Authorized Representative

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

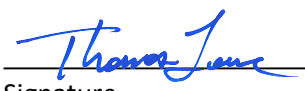
a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:



Signature

11/19/2025

Date

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

LJA Engineering, Inc. — 11/19/2025

Company Name — Date

Thomas Lowe — Thomas Lowe

Print Name of Company Representative — Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____

Company Name — Date

_____

Print Name of Company Representative — Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

_____

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

_____ — _____

Date — IFB/RFP/RFQ Number

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _X_ Does not own taxable property in Hays County, or;

  _X_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

LJA Engineering, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Thomas Lowe
Printed Name

Senior Vice President
Title

tlowe@lja.com
Email Address

512.767.7300
Phone

AGENDA ITEM REQUEST FORM: I. 5.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones, Interim Transportation Director

Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-28) between Hays County and Kimley-Horn and Associates, Inc. to provide design services on the Windy Hill Road (Ultimate) (Purple Martin Avenue to FM 2001) project in Precinct 2. **COHEN/A.JONES**

Summary:

Kimley-Horn and Associates, Inc. has been selected by Hays County for Design services on the Windy Hill Road (Ultimate) project in Commissioners Court November 18, 2025, Item I.17. The Professional Services Agreement includes a compensation cap of $1,296,626.00. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal follows the process set forth in the Hays County Interim Selection Process amended October 28, 2025, Item J.19.

Fiscal Impact:

Amount Requested: $1,296,626.00
Line Item Number: 036-802-96-654.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-28, Windy Hill

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

Contract # 2026-PSA-28

FIRM: **Kimley-Horn and Associates, Inc. ("Engineer")**
ADDRESS: **10814 Jollyville Road, Campus IV Suite 200, Austin, TX 78759**
PROJECT: **Windy Hill Road (Ultimate)("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one million, two hundred ninety-six thousand, six hundred twenty-six Dollars ($1,296,626.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Austin Helton, P.E.
Kimley-Horn and Associates, Inc.
501 S Austin Ave, Suite 1310
Georgetown, TX 78626

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein

entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Austin Helton, P.E.**
Kimley-Horn and Associates, Inc.
501 S Austin Ave, Suite 1310
Georgetown, TX 78626

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized

representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

Kimley-Horn and Associates, Inc.

By: _____

APPROVED
By Carlos Lopez at 2:58 pm, Nov 18, 2025

Printed Name: Brian Boecker

Title: Senior Vice President

Date: November 18, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Debarment and Licensing Certification
- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Related Party Disclosure Form

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: Brian C. Boecker PE

PRINT NAME & TITLE: Brian Boecker, PE, Senior Vice President

COMPANY NAME: Kimley-Horn and Associates, Inc.

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Brian Boecker
Signature

11/19/25
Date

Hays County House Bill 89 Verification

I, Brian Boecker, PE (Person name), the undersigned representative of Kimley-Horn and Associates, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Brian C. Boecker PE
Signature of Company Representative

11/21/2025
Date

On this 21 day of November, 2025, personally appeared Brian C. Boecker, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true andcorrect.

NOTARY SEAL

Norma Linda Contreras
Notary Public in and for the State of Texas

NORMA LINDA CONTRERAS
Notary Public, State of Texas
Comm. Expires 03-07-2027
Notary ID 124087184

11/21/2025
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Kimley-Horn and Associates, Inc.	11/21/2025
Company Name	Date
Brian Boecker, PE	Brian C. Boecker
Print Name of Company Representative	Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
11.21.25	Vendor Selection - CC Approval 11.18.25
Date	IFB/RFP/RFQ Number

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Kimley-Horn — 11/19/25

Company Name — Date

Brian Boecker — Brian Boecker

Print Name of Company Representative — Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

_____ _____

Company Name — Date

_____ _____

Print Name of Company Representative — Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Stephanie Hunt

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

11.21.25 — Vendoe Selection - CC Approval 11.18.25

Date — IFB/RFP/RFQ Number

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Kimley-Horn and Associates, Inc.	11/21/2025
Company Name	Date
Brian Boecker, PE	Brian C. Boecker PE
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Kimley-Horn and Associates, Inc.	11/21/2025
Company Name	Date
Brian Boecker, PE	Brian C. Boecker PE
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
11.21.25	Vendor Selection - CC Approval 11.18.25
Date	IFB/RFP/RFQ Number

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Kimley-Horn	11/19/25
Company Name	Date
Brian Boecker	Brian Boecker
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	11.21.25
Print Name	Signature	Date

Vendor Selection - CC Approval 11.18.25

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kimley-Horn and Associates, Inc.
Name of Firm

Brian C. Boecker PE
Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Brian Boecker, PE
Printed Name of Certifying Official

11/21/2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Norma Linda Contreras on this the day of 21 DE NOV, 2025, on behalf of said Firm.

Norma Linda Contreras
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

NORMA LINDA CONTRERAS
Notary Public, State of Texas
Comm. Expires 03-07-2027
Notary ID 124087184

My commission expires: 03-07-2027

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  X Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Kimley-Horn
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Brian Boecker
Signature of Company Official Authorizing Bid/Offer

Brian Boecker
Printed Name

Senior Vice President
Title

brian.boecker@kimley-horn.com
Email Address

512.418.4533
Phone

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Brian C. Boeckle

Signature of vendor doing business with the governmental entity

11/21/2025

Date

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

N/A

Employee Name Title

Section B: Former Hays County Employee

N/A

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

N/A

Hays Employee/Former Hays Employee Name Title

N/A

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

There are no known relationships between Kimley-Horn staff and Hays County Employees.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Kimley-Horn and Associates, Inc.

Name of Vendor

Brian C. Boecker, PE | Senior Vice President

Signature of Certifying Official | Title of Certifying Official

Brian Boecker, PE | 11/21/2025

Printed Name of Certifying Official | Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1389798

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley-Horn and Associates, Inc.
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.
Hays County

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.
2026-PSA-28
Windy Hill 5-Lane Ultimate

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flanagan, Tammy	Austin, TX United States	X	
Keil, Ashley	Austin, TX United States	X	
McEntee, David	Austin, TX United States	X	
Mutti, Brent	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Santiago Araque, and my date of birth is 03/03/1989.

My address is 10814 Jollyville Rd., Campus IV, Suite 200, Austin (city), TX (state), 78759 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 17th day of November (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Windy Hill Road (Ultimate) from Purple Martin Avenue to FM 2001 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this day of _____.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

KIMLEY-HORN AND ASSOCIATES	
DESIGN	
CLASSIFICATIONS	RATE PER HOUR
DESIGN TECHNICAL SUPPORT (0+ YEARS)	$135.00
DESIGN SENIOR TECHNICAL SUPPORT (10+ YEARS)	$205.00
DESIGN ANALYST I (0+ YEARS)	$180.00
DESIGN ANALYST II (2+ YEARS)	$215.00
DESIGN PROFESSIONAL (4+ YEARS)	$240.00
DESIGN SENIOR PROFESSIONAL I (8+ YEARS)	$285.00
DESIGN QA/QC MANAGER (15+ YEARS)	$330.00
FACT WITNESS	$425.00
ADMINISTRATION/CLERICAL (0+ YEARS)	$120.00
PROJECT CONTROL SPECIALIST (0+ YEARS)	$150.00
PROJECT CONTROL SPECIALIST SENIOR (10+ YEARS)	$200.00
GRAPHIC DESIGNER (0+ YEARS)	$135.00
SENIOR GRAPHIC DESIGNER (10+ YEARS)	$190.00
ENVIRONMENTAL ANALYST (0+ YEARS)	$150.00
ENVIRONMENTAL PROFESSIONAL (4+ YEARS)	$195.00
ENVIRONMENTAL SENIOR PROFESSIONAL I (8+ YEARS)	$250.00
ENVIRONMENTAL SENIOR PROFESSIONAL II (15+ YEARS)	$300.00
SURVEY TECHNICAL SUPPORT (0+ YEARS)	$150.00
SURVEY SENIOR TECHNICAL SUPPORT (10+ YEARS)	$180.00
SURVEY ANALYST (0+ YEARS)	$170.00
SURVEY PROFESSIONAL (4+ YEARS) (RPLS)	$200.00
SURVEY SENIOR PROFESSIONAL I (8+ YEARS) (RPLS)	$230.00
SURVEY SENIOR PROFESSIONAL II (15+ YEARS) (RPLS)	$280.00

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KIMLEY-HORN AND ASSOCIATES	
DESIGN	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Certified Mail (Right-of-Entry Letters)	Current Postal Rate
8 1/2" X 11" B/W Paper Copies	$0.10/Each
8 1/2" X 11" Color Paper Copies	$1.00/Each
11" X 17" B/W Paper Copies	$0.15/Each
11" X 17" Color Paper Copies	$1.80/Each
Plots (B/W on Bond)	$1.00/SF
Plots (Color on Bond)	$2.00/SF
Color graphics on Foam Board	$5.50/SF
Presentation Boards up to 48" x 60" Color Mounted	$75.00/Each
Report Binding and Tabbing (includes labor and supplies)	$10.00/Each
Environmental Database Report	Actual Cost
Historic Topographic Maps	Actual Cost
Historic Fire Insurance Maps	Actual Cost
Current/Historic Aerial Photographs	Actual Cost
Historic City Directories	Actual Cost
Regulatory Agency File Review Fees	Actual Cost

QUALITY COUNTS DESIGN	
CLASSIFICATIONS	RATE PER HOUR
Turning Movement Counts	
2-hr Minor Intersection *(Initial 2-Hour)*	$180.00
Minor Intersection *(per additional hour)*	$55.00
2-hr Major Intersection *(Initial 2-Hour)*	$280.00
Major Intersection *(per additional hour)*	$95.00
Extended Duration Counts	
13-hr Minor Intersection	$785.00
13-hr Major Intersection	$1,325.00
24-hr Minor Intersection	$1,390.00
24-hr Major Intersection	$2,370.00
ATR	
Volume ADT (1-3 Lanes) *(1st 24 hours)*	$220.00
Volume ADT (1-3 Lanes) *(per additional day)*	$90.00
Volume ADT (4+ Lanes) *(1st 24 hours)*	$440.00
Volume ADT (4+ Lanes) *(per additional day)*	$160.00
Volume/Speed/Class ADT (1-3 Lanes) *(1st 24 hours)*	$240.00
Volume/Speed/Class ADT (1-3 Lanes) *(per additional day)*	$110.00
Volume/Speed/Class ADT (4+ Lanes) *(1st 24 hours)*	$480.00
Volume/Speed/Class ADT (4+ Lanes) *(per additional day)*	$220.00
Mainline Radar (Volume/Length/Speed) *(1st 24 hours)*	$725.00
Mainline Radar (Volume/Length/Speed) *(per additional day)*	$150.00
Unique Studies	
Spot Speed Study (Hand Held Radar) *(2 hours or 125 cars each direction)*	$280.00
Stop Sign Delay Study *(per hour)*	$210.00

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HORIZON ENVIRONMENTAL SERVICES	
ENVIRONMENTAL	
CLASSIFICATIONS	RATE PER HOUR
ADMIN	$90.00
FIELD TECH (1-5 YR EXPERIENCE)	$95.00
GIS ANALYST (2-5 YR EXPERIENCE)	$150.00
FIELD LEAD (2-5 YR EXPERIENCE)	$165.00
PROJECT LEAD (2-5 YR EXPERIENCE)	$165.00
PROJECT COORDINATOR	$125.00
PROJECT MANAGER I (5-10 YR EXPERIENCE)	$150.00
PROJECT MANAGER II (10+ YR EXPERIENCE)	$160.00
VICE PRESIDENT (15+ YR EXPERIENCE)	$190.00
PROJECT DIRECTOR (15+ YR EXPERIENCE)	$280.00
PRINCIPAL IN CHARGE (15+ YR EXPERIENCE)	$265.00

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HORIZON ENVIRONMENTAL SERVICES	
ENVIRONMENTAL	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

PLUMMER ASSIOCIATES	
SURVEY	
CLASSIFICATIONS	RATE PER HOUR
SURVEY FIELD CREW (2-MAN)	$200.00

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BEYOND ENGINEERING & TESTING GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	RATE PER HOUR
ADMINISTRATIVE/CLERICAL	$70.00
ENGINEER TECHNICIAN - JUNIOR (0 TO 5 YR EXPERIENCE)	$85.00
ENGINEER TECHNICIAN - (5 TO 15 YR EXPERIENCE)	$95.00
ENGINEER TECHNICIAN - SENIOR (15+ YR EXPERIENCE)	$110.00
ENGINEER-IN-TRAINING - (0 TO 5 YR EXPERIENCE)	$125.00
ENGINEER-IN-TRAINING - (5 TO 15 YR EXPERIENCE)	$135.00
DESIGN ENGINEER	$175.00
PROJECT ENGINEER	$215.00
SENIOR ENGINEER	$250.00
PRINCIPAL ENGINEER	$300.00

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BEYOND ENGINEERING & TESTING	
GEOTECHNICAL & MATERIALS TESTING	
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Laboratory Testing	
Atterberg Limits (Liquid, Plastic Limits and PI), ASTM D4318	$95.00/Each
Percent Minus #200 Content only, ASTM D1140	$55.00/Each
Gradation/Sieve Analysis, (Includes Wash No. 200), ASTM C136 and D1140	$105.00/Each
Moisture Content only, ASTM D2216	$15.00/Each
Unit Weight/Moisture of cohesive sample, ASTM D2937	$49.00/Each
Unconfined Compression - Soil, ASTM D2166	$80.00/Each
Unconfined Compression - Rock, ASTM D7012 - Method C, unconfined, peak load Only	$110.00/Each
Unconsolidated-undrained Triaxial Compression (UU test), ASTM D2850	$180.00/Each
Direct Shear 3 pts on sand, ASTM D3080	$550.00/Each
Direct Shear 3 pts on clay, ASTM D3080	$750.00/Each
Soil Chloride and Sulfate (water soluble), EPA 300.0	$150.00/Each
Moisture-Density Relationship (Standard Proctor), ASTM D698	$225.00/Each
California Bearing Ratio (CBR), ASTM 1883	$500.00/Each
1-D Consolidation - ASTM D 2435	$700.00/Each
Expansion/Swell or Collapse Potential, ASTM D 4546 (Collapse - Method B)	$240.00/Each
Expansion/Swell or Collapse Potential, ASTM D 4546 (Swell - Method C)	$350.00/Each
Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767), 3-stage	$2,100.00/Each
Soil Lime Relationship (pH Method, ASTM D 6276, ASTM D 3551)	$260.00/Each
Field Investigation	
Mobilization/Demobilization of Drill Crew to Site (with 50 Miles radius of Round Rock office)	$525.00/Each
Soil Drilling & Sampling (CFA, Mud Rotary or Air Rotary - 0 to 50')	$32.00/ft
Soil Drilling & Sampling (CFA, Mud Rotary or Air Rotary - 50' to 100')	$36.00/ft
NQ Size Rock Coring (0 to 50')	$50.00/ft
NQ Size Rock Coring (50' to 100')	$55.00/ft
HMAC/Concrete coring & Surface completion (through pavement)	$200.00/each
Standby, hrs	$300.00/hr
Cement / Bentonite Grout	$7.00/ft
Traffic Control	Reimburse by receipt
Support Truck	$150.00/day
Site Clerance	Reimburse by receipt

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2025

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. 19489 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Lloyd's of London 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1391090253 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: Windy Hill Road (Ultimate). Hays County, Texas, its directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

Hays County
Hays County Purchasing
712 S. Stagecoach Trail, Suite 1012
San Marcos TX 78666

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

Gregg Buchholz

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AGENDA ITEM REQUEST FORM: I. 6.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones, Interim Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-22) between Hays County and LJA Engineering, Inc. to provide design services for the High Road Project in Precinct 1.
INGALSBE/A.JONES

Summary:

LJA Engineering, Inc. has been selected by Hays County for Design services on the High Road project (East of Goforth Road to SH 21) in Commissioners Court on November 18, 2025, Item I.6. The Professional Services Agreement includes a compensation cap of $1,910,684. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal follows the process set forth in the Hays County Interim Selection Process amended October 28, 2025, Item J.19.

Fiscal Impact:

Amount Requested: $1,910,684.00
Line Item Number: 036-801-96-530.5621_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-22 - PSA, High Road

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

Contract # 2026-PSA-22

FIRM: **LJA Engineering, Inc. ("Engineer")**
ADDRESS: **7500 Rialto Blvd., Bldg II, Suite 100, Austin, TX 78735**
PROJECT: High Road / CR 127 **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One million nine hundred ten thousand six hundred eighty-four and 0/100 Dollars ($1,910,684.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Zach Ryan, P.E.
LJA Engineering, Inc.
7500 Rialto Blvd., Bldg II, Suite 100
Austin, TX 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33 . Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein

entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: Zach Ryan, P.E. LJA Engineering, Inc. 7500 Rialto Blvd., Bldg II, Suite 100 Austin, TX 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without

waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall

be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County,

in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR

REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

LJA Engineering, Inc.

By: _____

Printed Name: Thomas Lowe

Title: Senior Vice President

Date: November 18, 2025

APPROVED
By Carlos Lopez at 1:20 pm, Nov 19, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Debarment and Licensing Certification
- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Related Party Disclosure Form

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

No LJA employee or officer has a business relationship with any local governmental entity as defined by Section 176.001(1-a).

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Thomas Jones

Signature of vendor doing business with the governmental entity

11/18/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:

PRINT NAME & TITLE: Thomas Lowe, Senior Vice President

COMPANY NAME: LJA Engineering, Inc.

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

11/18/2025

Date

Hays County House Bill 89 Verification

I, Thomas Lowe (Person name), the undersigned representative of LJA Engineering, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Thomas Lowe
Signature of Company Representative

11/18/2025
Date

On this 18 day of November, 2025, personally appeared Thomas Lowe, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

J Mitchell
Notary Public in and for the State of Texas

11/18/2025
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

LJA Engineering, Inc.	11/18/2025
Company Name	Date
Thomas Lowe	Thomas Lowe
Print Name of Company Representative	Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
11-24-2025	Vendor Selection-CC Approval 11-18-25
Date	~~IFB/RFP/RFQ Number~~

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

LJA Engineering, Inc. — 11/18/2025

Company Name — Date

Thomas Lowe — Thomas Lowe

Print Name of Company Representative — Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name — Date

Print Name of Company Representative — Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Stephanie Hunt

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

11-24-2025 — Vendor Selection - CC Approval

Date — ~~IFB/RFP/RFQ Number~~

11-18-2025

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

LJA Engineering, Inc. — Company Name

11/18/2025 — Date

Thomas Lowe — Print Name of Company Representative

Thomas Lowe — Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Print Name of Hays County Purchasing Representative

Stephanie Hunt — Signature of Hays County Purchasing Representative

11-24-2025 — Date

Vendor Selection-CC Approval 11-18-2025 — ~~IFB/RFP/RFQ Number~~

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

LJA Engineering, Inc.	11/18/2025
Company Name	Date
Thomas Lowe	Thomas Lowe
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	11-24-2025
Print Name	Signature	Date

Vendor Selection - CC Approval 11-18-2025

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.
Name of Firm

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Thomas Lowe
Printed Name of Certifying Official

11/18/2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Thomas Lowe on this the day of Nov. 18, 2025, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

My commission expires: 12-22-2025

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _X_ Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

LJA Engineering, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Signature of Company Official Authorizing Bid/Offer

Thomas Lowe
Printed Name

Senior Vice President
Title

tlowe@lja.com
Email Address

512.767.7300
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

LJA Engineering, Inc. has no known relationships in accordance with the above.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

LJA Engineering, Inc.

Name of Vendor

Thomas Lowe — Senior Vice President

Signature of Certifying Official — Title of Certifying Official

Thomas Lowe — 11/18/2025

Printed Name of Certifying Official — Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1390532

Date Filed:
11/18/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LJA ENGINEERING, INC.
Houston, 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.
Hays County

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.
2026-PSA-22
Professional engineering services for contract 2026-PSA-22, High Road (Design) from approximately 700' East of Goforth Road to SH 21 (3.4 miles)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford, Susan D.	Houston, TX United States	X	
Cannon, Jeff	Houston, TX United States	X	
McKee , Alan B.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Thomas Lowe, and my date of birth is 8/27/1971.

My address is 2700 La Frontera Blvd., Suite 200, Round Rock (city), TX (state), 78681 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 18 day of Nov. (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop _High Road/CR 127 from Goforth Road to State Highway 21__ Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

LJA ENGINEERING, INC.	
CLASSIFICATIONS	**RATE PER HOUR**
PROJECT PRINCIPAL	$310.00
SENIOR PROJECT MANAGER	$290.00
PROJECT MANAGER	$260.00
QUALITY MANAGER	$260.00
SENIOR ENGINEER	$240.00
PROJECT ENGINEER	$210.00
DESIGN ENGINEER	$185.00
GRADUATE ENGINEER	$150.00
ENGINEER-IN-TRAINING	$150.00
SENIOR DESIGNER	$175.00
DESIGNER	$125.00
SENIOR STRUCTURAL ENGINEER	$260.00
STRUCTURAL ENGINEER	$220.00
SENIOR ENGINEERING TECHNICIAN	$160.00
SENIOR CADD OPERATOR	$145.00
CADD TECHNICIAN	$120.00
PROJECT REPRESENTATIVE	$130.00
SENIOR UTILITY COORDINATOR	$185.00
UTILITY COORDINATOR	$140.00
PUBLIC INVOLVEMENT MANAGER	$240.00
PUBLIC INVOLVEMENT SPECIALIST	$180.00
PUBLIC INVOLVEMENT COORDINATOR	$120.00
GIS ANALYST/CARTOGRAPHY	$145.00
GIS TECHNICIAN	$130.00
ADMIN	$90.00

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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

LJA ENGINEERING, INC.	
DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Photocopies B/W (8 1/2" X 11") / each	$0.12
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.50
Plots (B/W) / square foot	$2.00
Plots (Color) / square foot	$5.00
Traffic Counts / each	At Cost

LJA SURVEYING, INC.	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
PRINCIPAL	$295.00
VICE PRESIDENT	$245.00
SENIOR PROJECT MANAGER	$225.00
SURVEY MANAGER	$195.00
PROJECT MANAGER	$170.00
GEOSPATIAL SERVICES MANAGER	$150.00
ASSISTANT PROJECT MANAGER	$140.00
SENIOR PROJECT SURVEYOR	$156.00
PROJECT SURVEYOR	$135.00
SENIOR SURVEY TECHNICIAN	$120.00
SURVEY TECHNICIAN	$100.00
CERTIFIED PHOTOGRAMMETRIST	$145.00
LEAD MAPPING TECHNICIAN	$138.00
ANALYTICAL MAPPING TECHNICIAN	$127.00
AERIAL MAPPING TECHNICIAN	$90.00
4 MAN SURVEY CREW	$230.00
3 MAN SURVEY CREW	$205.00
2 MAN SURVEY CREW	$175.00
1 MAN SURVEY CREW	$125.00
CADD TECHNICIAN	$96.00
CLERICAL	$75.00

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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

LJA SURVEYING, INC.	
SURVEY	
DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

LJA ENVIRONMENTAL SERVICES	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
PRINCIPAL IN CHARGE	$285.00
PROJECT DIRECTOR	$280.00
SENIOR VICE PRESIDENT	$265.00
VICE PRESIDENT	$255.00
SENIOR PROJECT MANAGER	$210.00
PROJECT MANAGER	$190.00
ASSISTANT PROJECT MANAGER	$175.00
PROJECT COORDINATOR III	$175.00
PROJECT COORDINATOR II	$165.00
PROJECT COORDINATOR I	$150.00
PROJECT LEADER III	$160.00
PROJECT LEADER II	$130.00
PROJECT LEADER I	$120.00
FIELD LEADER	$130.00
GIS ANALYST II	$165.00
GIS ANALYST I	$125.00
FIELD TECHNICIAN III	$120.00
FIELD TECHNICIAN II	$115.00
FIELD TECHNICIAN I	$90.00
PROJECT SUPPORT OFFICER II	$135.00
PROJECT SUPPORT OFFICER I	$110.00
EDITOR	$120.00
ADMIN IV	$140.00
ADMIN III	$125.00
ADMIN II	$100.00
ADMIN I	$85.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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LJA ENVIRONMENTAL SERVICES	
ENVIRONMENTAL	
DIRECT EXPENSES	
Mileage (per mile)	IRS Current Rate
Postage	Current Postal Rate
Overnight Mail - letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
CADD Color Plotting (per Sq Ft)	$1.50
Photocopies B/W (8 1/2" X 11") / each	$0.15
Photocopies B/W (11" X 17") / each	$0.60
Photocopies Color (8 1/2" X 11") / each	$0.49
Photocopies Color (11" X 17") / each	$1.00
Materials/Supplies / day`	At Cost
Tablet/Geode / each	At Cost
Site Forms / each	At Cost
Hazmat Supplemental Records / each	At Cost
TARL Records Curation Fee / project	At Cost

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2025

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	CONTACT NAME: Jerry Noyola	
Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURED LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042	INSURER B : Westchester Surplus Lines Insurance Co	10172
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Lloyds	085202
	INSURER E : Evanston Insurance Company	35378
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 86452575 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:			GL 6360582	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 5774680	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			G48744734001	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 013265763 (AOS) WC 013265764 (CA)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			RLUSP2400003	8/1/2025	8/1/2026	Per Claim $5,000,000 Aggregate $5,000,000	
E	Pollution Liability			MKLV2ENV104342	8/1/2025	8/1/2026	Per Occurrence $5,000,000 Aggregate $5,000,000	

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

High Road / CR 127 (East of Goforth Road to SH 21)

CERTIFICATE HOLDER

Hays County Purchasing
712 S. Stagecoach Trail, Suite 1012
San Marcos TX 78666

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

Matias Ormaza

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Greyling Insurance Brokerage		LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
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 (03/16)

HOLDER: Hays County Purchasing

ADDRESS: 712 S. Stagecoach Trail, Suite 1012 San Marcos TX 78666

Additional Named Insureds:
Berg-Oliver Associates; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079
Horizon Environmental Services; 1507 South IH 35; Austin, TX 78741
LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042
LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042
LJA Program Management, LLC (fka Ramos Consulting, LLC); 7500 Rialto Boulevard, Building 2, Suite 100, Austin, TX 78735
LJA Energy, Inc 3600 W Sam Houston Pkwy., S. Suite 625, Houston, TX 77042
LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 2000 Round Rock, TX 78681
Paragon Consulting Group, Inc. 350 Airport Rd, Griffin, GA 30224
Alliance Engineering & Planning LLC; Alliance Surveying LLC; DBA Alliance Engineering, Planning, Landscape Architecture; 299 S Main Street, Suite A, Alpharetta, GA 30009
Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32950
LJA Telecom Construction, Inc., LJA Engineering, Inc., 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
Donald W. McIntosh Associates, Inc., 1950 Summit Park Dr., Suite 600, Orlando, FL 32810
Afendras Archaeology, 746 E. Center Road, Goldsby, OK 73093
Freeland & Kauffman, Inc., 209 W. Stone Avenue, Greenville, SC 29609
BM&K, Inc., P.O. Box 878, Braselton, GA 30517
Lonestar Program Controls Group, LLC, 803 Haven Point Loop, New Braunfels, TX 78132-4339
LJA Engineering, Inc. – 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
Gonzalez-Strength & Associates, Inc. – 1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244
BSE Consultants, Inc. – 312 S. Harbor City Boulevard, Unit 4, Melbourne, FL 32901
Pharis Design – 3711 S Mopac Expressway Building I , Suite 350 Austin, TX 78746
Peters and Yaffee, Inc. 9822 Tapestry Park Circle, Units #204-5 Jacksonville FL 32246
David Plummer & Associates, Inc. 1750 Ponce De Leon Blvd. Coral Gables FL 33134
Fagan Consulting, LLC 14501 Falcon Head Blvd. #28 Austin, TX 78738
MESA Integrated Solutions, Inc. 3720 Whitt Loop Austin, TX 78749
The WLB Group, Inc., 4444 East Broadway Blvd., Tucson, AZ 85711

General Liability Maximum Annual Aggregate limit $10,000,000
All policies listed (except for Work Comp and Professional Liability) include an automatic Additional
Insured that provides Additional Insured status to the Certificate Holder only when there is a written
contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms CG2010 12/19 (includes ongoing operations) & CG2037 12/19 (GL); CA 2048 12/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed
prior to a loss per policy forms CG 2404 12/19 (GL); CA 20 48 (10/13)(Auto); and WC 00 03 13 (4/84) (WC). The Umbrella Liability policy follows form to the underlying General,

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Greyling Insurance Brokerage	LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
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 (03/16)

HOLDER: Hays County Purchasing

ADDRESS: 712 S. Stagecoach Trail, Suite 1012 San Marcos TX 78666

Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

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ATTACHMENT

POLICY NUMBER: CA 5774680

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/01/2025	Countersigned
Named Insured: LJA Engineering, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/28/2025 forms a part of

policy No. CA 5774680 issued to LJA Engineering, Inc.

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/28/2025 forms a part of

Policy No. CA 5774680 issued to LJA Engineering, Inc.

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer.**

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025 forms a part of

policy No. CA 5774680 issued to LJA Engineering, Inc.

by National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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LJA Engineering, Inc.

POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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However, to the extent that **Damages** and **Claims Expenses** would be covered by the terms and conditions of this Policy but excluded or limited by such other insurance, this Policy, subject to its terms, conditions, exclusions and limitations, including the Retention, shall be primary to such other insurance with respect to the excluded or limited **Damages** and **Claims Expenses.**

Any deductible or self-insured retention payments made by or on behalf of the **Assured** or payments by insurers under such other insurance shall be deemed to apply towards satisfying the **Retention** obligations under this Policy

7. CHANGES

None of the Insuring Agreements, Exclusions, Definitions or Conditions or other terms of this Policy shall be amended, waived or otherwise changed except by endorsement hereto signed by the Insurers.

8. NAMED ASSURED AS AGENT

The first **Named Assured** specified in Item 1 of the Declarations shall be considered the agent of all **Assureds** with respect to the giving of or receipt of all notices pertaining to this Policy and shall be responsible for the payment to the Insurers of all premiums and for payment of the Retention.

9. PREMIUM

The premium for this Policy shall be the amount specified in Item 5 of the Declarations.

10. SUBROGATION

In the event of any **Claim** under this Policy, the Insurers shall be subrogated to all of the **Assured's** rights of recovery against any person or entity, and the **Assured** shall execute and deliver to the Insurers any and all necessary documentation, instruments and records and do whatever else is necessary to secure and enforce such rights. The **Assured** shall take no action after such **Claim** is made against it which prejudices such rights of Insurers.

The Insurers agree to waive their rights of recovery for a **Claim** to the extent the **Named Assured** had, prior to such **Claim**, a written agreement to waive such rights.

11. ASSIGNMENT

No assignment or transfer of any **Assured's** rights under this Policy shall bind the Insurers. If an **Assured** shall die or be adjudged incompetent, such insurance shall cover that **Assured's** legal representative as an **Assured** as would be permitted by this Policy.

12. MERGERS AND ACQUISITIONS

In the event that the **Named Assured** (i) acquires any other entity or acquires substantially all the assets of another entity, or (ii) merges with another entity such that the **Named Assured** is the surviving entity, or (iii) creates or acquires a **Subsidiary** after the effective date of this policy, no coverage shall be afforded under this policy for any **Claim** arising out of **Professional Services**, **Contracting Services** or **Technology Services** performed by or alleged to have been performed by such entity acquired or merged with or such **Subsidiary** created, unless and until:

1. The **Named Assured** provides written notice to the Insurers of such transaction or event not more than ninety (90) days after the effective date of such transaction, or event, and

2. The **Named Assured** promptly provides the Insurers with such information in connection therewith as the Insurers may reasonably deem necessary, and

This Endorsement forms part of Policy No.: RLUSP2400003

Issued to: LJA Engineering, Inc.

Issued by: Convex Insurance UK Limited and as shown in the Market Sheet

Effective: 12.01 am Local Standard Time on 1 September 2022

Endorsement No .18

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize Greyling Insurance Brokerage and Risk Consulting Inc the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Assured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy, Underwriters shall mail written notice of such cancellation, or non-renewal, to such Certificate Holder within a specified period of time; provided, however, that the Underwriters shall have not be required to provide such notice more than 90 days prior to the effective date of cancellation or non-renewal. The **Assured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation or, non-renewal, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation or, non-renewal as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Assured**.

All other terms, clauses and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By

New Hampshire Insurance Company

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the " Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56
(Ed. 04/11)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $2,158.00

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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CALIFORNIA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265764 (CA)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We will mail or deliver to you not less than 10 days advance written notice of cancellation for reasons (a) through (g) and 30 days advance written notice of cancellation for reasons (h) through (m) of California Cancellation Endorsement WC990017. We will mail or deliver to you not less than 30 days and not more than 120 days advance written notice of non-renewal.

Except for non-payment of premium and non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due, for which we will provide advance written notice in accordance with the provisions of any applicable statute or regulation, we shall not provide less than the number of days set forth below.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days

WC 99 04 11
(Ed. 08/03)

Countersigned by _____

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265764 (CA)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE WAIVED SUCH RIGHT OR RECOVERY IN A WRITTEN CONTRACT WITH THAT PERSON OR ORGANIZATION PROVIDED SUCH WRITTEN CONTRACT: 1. IT CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THE POLICY: AND 2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.	

WC 04 03 06
(Ed. 04/84)

Countersigned by _____

Authorized Representative

AGENDA ITEM REQUEST FORM: I. 7.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones - Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-23) between Hays County and Doucet & Associates, Inc. (A Kleinfelder Company) to provide Design services for the Old Bastrop Highway / CR 266 project in Precinct 1. **INGALSBE/AJONES**

Summary:

Doucet & Associates, Inc. (A Kleinfelder Company) was selected by Hays County Commissioners Court for Design phase services on the Old Bastrop Highway / CR 266 at Commissioner's Court on November 18, 2025 utilizing the selection process established at the October 28, 2025 Commissioner's Court. The Professional Services Agreement includes a compensation cap of $275,551.00.

Fiscal Impact:

Amount Requested: $275,551.00
Line Item Number: 036-801-96-522.5621_700

Budget Office:

Source of Funds: 2025 Road Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-23 - Doucet - Old Bastrop Hwy. Design

2026-PSA-23

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Doucet & Associates, Inc. (“Engineer”)**
ADDRESS: **7401B Hwy 71 West, Suitte 160 Austin, Texas 78735**
PROJECT: Old Bastrop Highway **(“Project”)**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Hundred Seventy-Five Thousand Five Hundred Fiftty-One Dollars. Dollars ($275,551.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Doucet & Associates, Inc.
Attn: John D. Doucet
7401B Hwy 71 West, Suite 160
Austin, Texas 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein

entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **Doucet & Associates, Inc.**
Attn: John D. Doucet
7401B Hwy 71 West, Suite 160
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized

representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

Doucet & Associates, Inc.

By: Frank Olshefski

Printed Name: Frank Olshefski, PE, MBA

Title: Director of Transportation

Date: November 18, 2025

APPROVED
By Carlos Lopez at 1:29 pm, Dec 05, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Debarment and Licensing Certification
- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Related Party Disclosure Form

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Old Bastrop Highway (Design) Doucet and Associates - 2026-PSA-23

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Doucet & Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Frank Olshefski

Name of signatory

Frank Olshefski

Signature

11/26/25

Date

Certificate of Interested Parties
Firms will be required to fill this form out if a contract is executed.

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016.

- Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million.
- In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2267.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1389729

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doucet & Associates, Inc. (A Kleinfelder Company)
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.
Hays County

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.
2026-PSA-23
OLD BASTROP HIGHWAY

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Murphy, John	San Diego, CA United States	X	
Hillman, Scott	Hamilton, NJ United States	X	
Boes, David	Irving, TX United States		X
Daniel, Kelly	Austin, TX United States		X
Doucet, John	Austin, TX United States	X	
Armstrong, Louis	San Diego, CA United States	X	
Soderquist, Erik	San Diego, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Doucet, PE, and my date of birth is 11/24/1958.

My address is 7401B Hwy 71 West, Suite 160, Austin (city), TX (state), 78735 (zip code), U.S. (country).

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

Executed in Travis County, State of Texas, on the 17th day of November (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: Frank Olshefski

PRINT NAME & TITLE: Frank Olshefski, PE / Director of Transportation

COMPANY NAME: Doucet & Associates, Inc.

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Frank Olahefski

Signature

11/21/2025

Date

Hays County House Bill 89 Verification

I, Frank Olshefski (Person name), the undersigned representative of Doucet & Associates, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

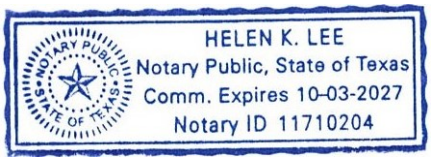
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of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

Frank Olshefski
Signature of Company Representative

11/21/2025
Date

On this 21st day of November, 2025, personally appeared Frank Olshefski, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Helen K Lee
Notary Public in and for the State of Texas

11/21/2025
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Doucet & Associates, Inc.	11/21/2025
Company Name	Date
Frank Olshefski	Frank Olshefski
Print Name of Company Representative	Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12.10.2025	Vendor Selection CC Approval 11.18.2025
Date	IFB/RFP/RFQ Number

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Doucet & Associates, Inc. — 11/21/2025

Company Name — Date

Frank Olshefski — Frank Olshefski

Print Name of Company Representative — Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name — Date

Print Name of Company Representative — Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Stephanie Hunt

Print Name of Hays County Purchasing Representative — Signature of Hays County Purchasing Representative

12.10.2025 — Vendor Selection CC Approval 11.18.2025

Date — IFB/RFP/RFQ Number

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Doucet & Associates, Inc.	11/21/2025
Company Name	Date
Frank Olshefski	Frank Olshefski
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12.10.2025	Vendor Selection CC Approval 11.18.2025
Date	IFB/~~RFP~~/~~RFQ~~ Number

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Doucet & Associates, Inc.	11/21/2025
Company Name	Date
Frank Olshefski	Frank Olshefski
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	12.10.2025
Print Name	Signature	Date

Vendor Selection CC Approval 11.18.2025

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Doucet & Associates, Inc.
Name of Firm

Frank Olshefski
Signature of Certifying Official

Director of Transportation
Title of Certifying Official

Frank Olshefski
Printed Name of Certifying Official

11/21/2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Frank Olshefski on this the 21st day of November, 2025, on behalf of said Firm.

Helen K Lee

HELEN K. LEE
Notary Public, State of Texas
Comm. Expires 10-03-2027
Notary ID 11710204

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 10-03-2027

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  x Does not own taxable property in Hays County, or;

  x Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Doucet & Associates, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Frank Olshefski
Signature of Company Official Authorizing Bid/Offer

Frank Olshefski
Printed Name

Director of Transportation
Title

FOlshefski@kleinfelder.com
Email Address

346/250-4304
Phone

DOUCET
A Kleinfelder Company

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817
DoucetEngineers.com

11/19/2025

Hays County
Purchasing Office
712 S. Stagecoach Trail
Suite 1012
San Marcos, Texas 78666

Re: Old Bastrop Highway – Verification Statement

To Whom It May Concern,

I, John Doucet, PE, am the Vice President of Operations for Doucet & Associates, Inc.

As such, I confirm that I am an authorized agent of the company with the authority to sign for and legally bind the company.

John Doucet, PE
VP, Operations
Doucet & Associates, Inc.

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C) If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Doucet has No Known Relationships

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Doucet & Associates, Inc.

Name of Vendor

Frank Olshefski — Director of Transportation

Signature of Certifying Official — Title of Certifying Official

Frank Olshefski — 11/21/2025

Printed Name of Certifying Official — Date

(1)A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop CenterPoint Road to Rattler Road for the Old Bastrop Highway/CR266 Project Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued on Next Page

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By: _____
Signature

_____
Printed Name

_____
Title

COUNTY:

Hays County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $7.00*
    - *Noon Meal $13.00*
    - *Evening Meal $16.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Doucet & Associates, Inc. Transportation, Survey, Drainage	
CLASSIFICATIONS	**RATE PER HOUR**
Senior Program Manager	$320.00
Program Manager	$250.00
Senior Project Manager	$300.00
Project Manager III	$245.00
Project Manager II	$220.00
Project Manager I	$200.00
Senior Principal Professional	$305.00
Principal Professional	$290.00
Senior Professional	$230.00
Project Professional	$170.00
Professional	$160.00
Staff Professional II	$155.00
Staff Professional I	$135.00
Senior CADD Designer	$170.00
CADD Operator	$150.00
Senior Project Controls Professional	$165.00
Project Controls Professional	$145.00
Project Administrator	$140.00
Administrator	$125.00
Senior Construction Manager	$200.00
Construction Manager	$180.00
Senior Construction Inspector	$175.00
Construction Inspector III	$165.00
Construction Inspector II	$155.00
Construction Inspector I	$140.00
3 Person Crew	$255.00
2 Person Crew	$190.00
1 Person Crew	$145.00
Survey Technician III	$160.00
Survey Technician II	$130.00
Survey Technician I	$115.00
Administrative I	$125.00

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Atterberg limits, one-point method	$145/test
CADD Color Plottong	$1.50/sf
California bearing ratio, 3 points	$780/test

Doucet & Associates, Inc.	
Transportation, Survey, Drainage	
Chloride content	$85/test
Color Copies (11x17)	$1.00/ea
Color Copies (8.5x11)	$0.49/ea
Concrete Monuments	$290/ea
Denver swell test	$210/test
Drone	$675/hr
Eades and grim test (opt. lime content)	$235/test
Ground Targets	$35/ea
Hydrometer analysis	$185/test
Lidar Scanner	$120/hr
Photocopies B/W (11x17)	$0.60/ea
Photocopies B/W (8.5x11)	$0.15/ea
Rock UCS-C	$300/test
Sieve analysis, % finer than 200 sieve	$110/test
Sieve analysis, coarse	$155/test
Soil PH	$70/test
Soil resistivity	$190/test
Standard proctor, 4" mold	$290/test
Sulfate content	$70/test
Triaxial test, TEX 117E part II	$2,250/test
Unconfined compressive strength	$170/test
Water Content	$30/test

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2025

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071

CN101600557-TKG-GAUW-25-26

CONTACT NAME: Jan Mitchell
PHONE (A/C, No, Ext): 602 337 6295 **FAX (A/C, No):**
E-MAIL ADDRESS: janet.k.mitchell@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : American Guarantee & Liability Ins Co	26247
INSURER C : See Additional Page for Participating Carriers	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Doucet & Associates, Inc.
770 First Avenue, Suite 400
San Diego, CA 92101

COVERAGES **CERTIFICATE NUMBER:** LOS-002815407-03 **REVISION NUMBER:** 17

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 6124594-04	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP 6124595-04	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		Y	SXS 6124597-04	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6124596-04	04/01/2025	04/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Env. Contractor Poll/Prof E&O Claims-Made Policy			FINPA2550033	04/01/2025	04/01/2026	Each Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Name: Old Bastrop Highway.
Hays County, Texas, its directors, officers, and employees are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Hays County, Texas
its directors, officers, and employees
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Doucet & Associates, Inc. 770 First Avenue, Suite 400 San Diego, CA 92101
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

The Environmental Contractor Poll/Prof [E&O] policies Carriers:

Convex Ins UK Limited (33.33%) NAIC #AA1120191
Allied World Surplus Lines Ins Co (25.83%) NAIC 24319
Certain Underwriters at Lloyd's (33.34%) NAIC AA1122000
K2 Financial Limited (7.5%)
RenaissanceRe Syndicate Mgmt LTD Lloyds Syndicate 1458 NAIC: AA1120102
Atrium Underwriters LTD Lloyds Syndicate 0609 NAIC: AA1126609
Munich Re Syndicate LTD Lloyds Syndicate 457 NAIC: AA1126457
Dale Managing Agency LTD Lloyds Syndicate 1729 NAIC: AA1120157
Asta Managing Agents LTD Lloyds Syndicate 1985 NAIC: AA1120215

Retroactive Date: 4/20/1962

The Environmental Contractor Poll/Prof [E&O] policies evidenced above are subject to self-insured retentions for various perils covered.

NAMED INSURED SCHEDULE
THE KLEINFELDER GROUP, INC.
KLEINFELDER GROUP PARENT GP LLC
KLEINFELDER GROUP PARENT LP
KLEINFELDER GROUP HOLDINGS LLC
KLEINFELDER INTERMEDIATE LLC
KLEINFELDER PARENT, INC
KLEINFELDER MANAGEMENT HOLDINGS LLC
KLEINFELDER EAST, INC. (FORMERLY KNOWN AS GSC/KLEINFELDER, INC. AND POWELL-HARPSTEAD, INC.)
KLEINFELDER, INC.
KLEINFELDER WEST, INC. GSC/KLEINFELDER, INC. AND SQUIRE/KLEINFELDER, INC.
KLEINFELDER CENTRAL, INC. (FORMERLY KNOWN AS GEOSYSTEMS ENGINEERING, INC. AND TRINITY ENGINEERING TESTING CORPORATION (TETCO)) MERGED INTO
KLEINFELDER, INC. 8/1/16
KLEINFELDER ENGINEERING AND GEOLOGY, P.C. (FORMERLY JUSTIN R. MOSES & ASSOCIATES ENGINEERING, PC
KLEINFELDER USA, INC. (KUSA) CLOSED 11/30/2011
KLEINFELDER SOUTHEAST, INC. (FORMERLY KNOWN AS TRIGON/KLEINFELDER, INC.
TRINITY ENGINEERING TESTING CORPORATION (TETCO)
TRIGON ENVIRONMENTAL SERVICES, INC.
ERG, LLC
CE2 KLEINFELDER
ADANTA-KLEINFELDER MP JV
KLEINFELDER ASSOCIATES (KFI
SQUIER/KLEINFELDER, LLC
SPECTRUM EXPLORATION, INC.
KLEINFELDER DRILLING, INC.
KLEINFELDER TEXAS 100 LLC
NODARSE-KLEINFELDER A JOINT VENTURE LLC
KLEINFELDER GUAM 101, LLC
KLEINFELDER UTAH 100, LLC
KLEINFELDER COLORADO 100, LLC
KLEINFELDER KANSAS 100, LLC
KLEINFELDER OKLAHOMA 100, LLC
KLEINFELDER OKLAHOMA 200, LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	Doucet & Associates, Inc. 770 First Avenue, Suite 400 San Diego, CA 92101
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

KLEINFELDER NEW MEXICO 100, LLC
KLEINFELDER TEXAS 200, LLC
KLEINFELDER INTERNATIONAL, INC.
KLEINFELDER ACQUISITION I CORP.
KLEINFELDER ACQUISITION II CORP
CORRIGAN ACQUISITION
ECOBIOLOGICAL PTY LTD
LITTORIA PTY LTD
LERISTA PTY LTD
LPG ENVIRONMENTAL & PERMITTING SERVICES, INC.
SEA CONSULTANTS, INC. - KLEINFELDER ARCHITECTURE NORTHEAST, INC. - NOW KLEINFELDER NORTHEAST, INC. (AS OF 4/2012)
KOWALSKI ENGINEERING, INC.
WELLS ENVIRONMENTAL SERVICES, PTY LTD
ALLIANCE ENVIRONMENTAL ENGINEERING & CONSULTING PTY LTD
BUYS AND ASSOCIATES
INSITE ENVIRONMENTAL, INC.
OMNI ENVIRONMENTAL, LLC
A1 SURVEYING
KLEINFELDER CONSTRUCTION SERVICES, INC. (FORMERLY SIMON WONG ENGINEERING, INC.
OEI CONSULTANTS, INC.
RED DOG TECHNICAL SERVICES, INC.
HOOD TECHNICAL SERVICES, INC.
HOOD RESOURCES CORP.
927278 ALBERTA LTD.
943739 ALBERTA LTD O/A HOOD ENGINEERING
KLEINFELDER ARCHITECTURE, INC.
DOUCET & ASSOCIATES INC
CHAN & PARTNERS ENGINEERING LLC
DOUCET & ASSOCIATES, INC. DBA DOUCET + CHAN
CMWorks, INC.
KLEINFELDER CANADA, INC.
KLEINFELDER AUSTRALIA PTY LTD
DESIGN ENGINEERS & CONSULTING ASSOCIATES, INC.
INDUSTRIAL FLUID MANAGEMENT, INC.
CENTURY ENGINEERING OF NORTH CAROLINA, LLC
GAS TRANSMISSION SYSTEMS, INC. (GTS)
CENTURY ENGINEERING, LLC
VEENSTRA & KIMM, INC.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 6124595-04	04/01/2025	04/01/2026		75320000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 6124595-04	04/01/2025	04/01/2026		75320000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 6124594-04	Effective Date: 04/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 6124594-04	Effective Date: 04/01/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 6124594-04	04/01/2025	04/01/2026		752320000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04-01-25** Policy No. **WC 6124596-04** Endorsement No.

Insured **THE KLEINFELDER GROUP, INC.** Premium $ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

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I. Transfer of Rights of Recovery Against Others to Us

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

J. Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the insured must report such error or omission to the company as soon as practicable after its discovery.

K. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the insured's underlying insurer has paid or is legally obligated to pay the full amount of the total Applicable Limits of **underlying insurance**.

When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured obtained after an actual trial, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

L. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

M. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

N. First Named Insured

The person or organization first named in Item **1.** of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

O. Inspection

We have the right, but are not obligated to inspect the insured's premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

P. Legal Action Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

AGENDA ITEM REQUEST FORM: I. 8.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones - Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-32) between Hays County and LJA Engineering, Inc to provide Right of Way services for the Centerpoint Road project in Precinct 3. **HAMMER/A.JONES**

Summary:

LJA Engineering, Inc. has been prequalified by Hays County for the requested services on Centerpoint Road (FM 2434 (Hunter Road) to Interstate 35) through RFP 2021-Q02 and was selected by Commissioners Court action on February 11, 2025, Item I.3. The Professional Services Agreement includes a compensation cap of $208,800.00. The proposed facility will feature four lane divided roadway with asphalt pavement. The approximate proposed right-of-way is estimated to be 180 feet wide. The proposed Centerpoint Road improvements will have a total of thirteen (13) right of way parcels. Additionally, there will be up to three (3) parcels that will require relocation advisory services. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

Fiscal Impact:

Amount Requested: $208,800.00
Line Item Number: 036-803-96-773.5632_700

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Right of Way Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-32 - LJA - Centerpoint Road Overpass (ROW)
Form 1295

2026-PSA-32

HAYS COUNTY
CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES

FIRM: **LJA Engineering, Inc. ("Contractor")**
ADDRESS: **2700 La Frontera Blvd., Suite 200, Round Rock, Texas 78681**
PROJECT: **Centerpoint Road Overpass Project ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Contractor, and such Contract is for the purpose of contracting for right of way acquisition services pursuant to RFQ 2021-Q02 Professional Right-of-Way Acquisition Services Pool.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Contractor desire to contract for such professional Right of Way Acquisition services; and

WHEREAS, County and Contractor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. The Contractor will refer to the following documents:

A. Texas Landowners Bill of Rights
B. Design plans from the Engineer

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Contractor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Contractor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Contractor covenants and represents that Contractor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
RIGHT OF WAY COORDINATION SERVICES

Contractor shall perform Right of Way Coordination Services as identified in **Exhibit B** entitled "Right of Way Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No.___", to authorize the Contractor to perform one or more tasks of the Right of Way Acquisition Services. Each Work

Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Contractor of all Right of Way Acquisition Services and a fee amount agreed upon by the County and Contractor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Contractor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Contractor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Contractor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Right of Way Acquisition Services take longer than shown on the Work Authorization, through no fault of Contractor, Contractor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Contractor is expected to complete the Right of Way Acquisition Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Contractor does not perform the Right of Way Acquisition Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Right of Way Acquisition Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Right of Way Acquisition Services performed, or costs incurred after the date of termination shall not be eligible for reimbursement. Contractor shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed on or before the date specified in the Work Authorization and in accordance with and applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Contractor acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Right of Way Acquisition Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Contractor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Right of Way Acquisition Services required under this Contract in a professional manner.

C. Commencement of Right of Way Acquisition Services. After execution of this Contract, Contractor shall not proceed with Right of Way Acquisition Services until Contractor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Contractor agrees to accept up to the amount shown below as full compensation for the Right of Way Acquisition Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Right of Way Acquisition Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Hundred Eight Thousand Eight Hundred Dollars ($208,800.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Right of Way Acquisition Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Right of Way Acquisition Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Contractor shall receive compensation for only actual fees and costs of the Right of Way Acquisition Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Right of Way Acquisition Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Contractor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Right of Way Acquisition Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Right of Way Acquisition Services shall be an absolute condition of payment.

Contractor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Contractor's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Contractor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Contractor shall be made while Right of Way Acquisition Services are in progress. Contractor shall prepare and submit to County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Right of Way Acquisition Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Contractor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Right of Way Acquisition Services performed pursuant to this Contract, a separate Invoice Package of the Additional Right of Way Acquisition Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Right of Way Acquisition Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Right of Way Acquisition Services performed. Contractor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Contractor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Contractor shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Contractor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Contractor concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Contractor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Right of Way Acquisition Services performed which causes the payment to be late; or

D. Contractor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Contractor the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF RIGHT OF WAY ACQUISITION SERVICES

The Contractor shall not proceed with any task of the Right of Way Acquisition Services until Contractor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to proceed with the applicable Right of Way Acquisition Services. The County shall not be responsible for work performed or costs incurred by Contractor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Contractor shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Contractor written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Contractor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Contractor's Designated Representative for purposes of this Contract is as follows:

LJA Engineering, Inc
Attn: David Baylor
2700 La Frontera Blvd., Suite 200
Round Rock, Texas, 78681

Contractor shall have the right, from time to time, to change the Contractor's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Contractor under this Contract, the Contractor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Contractor's Designated Representative on behalf of Contractor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Contractor's Designated Representative shall be in accordance with

such express standards or parameters. Any consent, approval, decision or determination hereunder by the Contractor's Designated Representative shall be binding on Contractor. Contractor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Contractor.

ARTICLE 10
PROGRESS EVALUATION

Contractor shall, from time to time during the progress of the Right of Way Acquisition Services, confer with County at County's election. Contractor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Right of Way Acquisition Services. At the request of County or Contractor, conferences shall be provided at Contractor 's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Right of Way Acquisition Services. County may, from time to time, require Contractor to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Right of Way Acquisition Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Contractor to determine corrective action required.

Contractor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Right of Way Acquisition Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Right of Way Acquisition Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Right of Way Acquisition Services, but not to terminate this Contract, then such suspension may be effected by County giving Contractor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Right of Way Acquisition Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Right of Way Acquisition Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Contractor shall have the option of terminating this Contract and, in the event, Contractor shall be compensated for all Right of Way Acquisition Services performed and reimbursable expenses incurred, provided such Right of Way Acquisition Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Right of Way Acquisition Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Right of Way Acquisition Services performed or costs incurred prior to the date authorized by County for Contractor to begin Right of Way Acquisition Services, and/or during periods when Right of Way Acquisition Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES

If Contractor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Right of Way Acquisition Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Right of Way Acquisition Services, County shall so advise Contractor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Right of Way Acquisition Services must be set forth in such Contract Amendment. Contractor shall not perform any proposed Additional Right of Way Acquisition Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Right of Way Acquisition Services, a written Work Authorization, which sets forth the Additional Right of Way Acquisition Services to be performed, must be executed by the parties. County shall not be responsible for actions by Contractor nor for any costs incurred by Contractor relating to Additional Right of Way Acquisition Services not directly associated with the performance of the Right of Way Acquisition Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED RIGHT OF WAY ACQUISITION SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Right of Way Acquisition Services or parts thereof which involve changes to the original Right of Way Acquisition Services or character of Right of Way Acquisition Services under this Contract, then Contractor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Right of Way Acquisition Services and paid for as specified under Article 12.

Contractor shall make revisions to Right of Way Acquisition Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Right of Way Acquisition Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Right of Way Acquisition Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D**, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Right of Way Acquisition Work Products") prepared by Contractor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Contractor's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Contractor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Contractor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Contractor. Contractor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Contractor or anyone connected with

Contractor, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Contractor without cost to County.

Upon execution of this Contract, Contractor grants to County permission to reproduce Contractor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Contractor shall obtain similar permission from Contractor's subcontractors/subconsultants consistent with this Contract. If and upon the date Contractor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Contractor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Right of Way Acquisition Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Right of Way Acquisition Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Right of Way Acquisition Work Products shall be at County's sole risk and without liability to Contractor and its Contractors.

Prior to Contractor providing to County any Right of Way Acquisition Work Products in electronic form or County providing to Contractor any electronic data for incorporation into the Right of Way Acquisition Work Products, County and Contractor shall by separate written contract set forth the specific conditions governing the format of such Right of Way Acquisition Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Contractor for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Contractor, the hardcopy shall prevail. Only printed copies of documents conveyed by Contractor shall be relied upon.

Contractor shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Contractor shall furnish and maintain, at its own expense, quarters for the performance of all Right of Way Acquisition Services, and adequate and sufficient personnel and equipment to perform the Right of Way Acquisition Services as required. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Right of Way Acquisition Services shall immediately be removed from association with the Project when so instructed by County. Contractor certifies that

it presently has adequate qualified personnel in its employment for performance of the Right of Way Acquisition Services required under this Contract, or will obtain such personnel from sources other than County. Contractor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Contractor shall not assign, subcontract or transfer any portion of the Right of Way Acquisition Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Contractor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF RIGHT OF WAY ACQUISITION SERVICES

Contractor 's Right of Way Acquisition Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Contractor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Right of Way Acquisition Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Contractor in writing within such thirty (30) day period if such Right of Way Acquisition Services have been found to be incomplete. If the submission is Complete, County shall notify Contractor and County's technical review process will begin.

If the submission is not Complete, County shall notify Contractor, who shall perform such professional services as are required to complete the Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Right of Way Acquisition Services for compliance with this Contract. If necessary, the completed Right of Way Acquisition Services shall be returned to Contractor, who shall perform any required Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until the Right of Way Acquisition Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Contractor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Right of Way Acquisition Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Contractor shall, without additional compensation, perform any work required as a result of Contractor 's development of the work which is found to be in error or omission due to Contractor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Right of Way Acquisition Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Contractor's Right of Way Acquisition Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Contractor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Contractor. CONTRACTOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE CONTRACTOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE CONTRACTOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE RIGHT OF WAY ACQUISITION SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Contractor shall be grounds for termination of this Contract, and any increased costs arising from Contractor's default, breach of contract, or violation of contract terms shall be paid by Contractor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Contractor, as a consequence of failure by Contractor to perform the Right of Way Acquisition Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein upon not less than thirty (3) days' written notice to the Contractor.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Contractor, upon not less than thirty (30) days' written notice to Contractor.
- **E.** By satisfactory completion of all Right of Way Acquisition Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and

payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Contractor. In determining the value of the Right of Way Acquisition Services performed by Contractor prior to termination, County shall be the sole judge. Compensation for Right of Way Acquisition Services at termination will be based on a percentage of the Right of Way Acquisition Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Contractor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Contractor, then County shall give consideration to the actual costs incurred by Contractor in performing the Right of Way Acquisition Services to the date of default, the amount of Right of Way Acquisition Services required which was satisfactorily completed to date of default, the value of the Right of Way Acquisition Services which are usable to County, the cost to County of employing another firm to complete the Right of Way Acquisition Services required and the time required to do so, and other factors which affect the value to County of the Right of Way Acquisition Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Contractor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Right of Way Acquisition Services to completion. In such case, Contractor shall be liable to County for any additional and reasonable costs incurred by County.

Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Contractor in support of the Right of Way Acquisition Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Contractor shall furnish County with satisfactory proof of his/her/its compliance.

Contractor shall further obtain all permits and licenses required in the performance of the Right of Way Acquisition Services contracted for herein.

B. Taxes. Contractor will pay all taxes, if any, required by law arising by virtue of the Right of Way Acquisition Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CONTRACTOR INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONTRACTOR'S FAILURE TO PAY CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR.

CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONTRACTOR IS NOT LEGALLY LIABLE, CONTRACTOR'S OBLIGATIONS SHALL BE IN PROPORTION TO CONTRACTOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONTRACTOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONTRACTOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, CAUSED SUCH

DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CNOSEQUENTIAL OR INDIRECT DAMANGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
CONTRACTOR'S RESPONSIBILITIES

Contractor shall be responsible for the accuracy of his/her/its Right of Way Acquisition Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Contractor's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Contractor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate Right of Way Acquisition submissions to County in accordance with the Texas Right of Way Acquisition Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Contractor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Contractor, at Contractor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any right of way services, Contractor shall furnish County with a Certification of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Contractor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Contractor hereunder.

C. Additional Insureds; Waiver of Subrogation. "**Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above**, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Hays County Purchasing
c/o: Stephanie Hunt
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666
Email: purchasing@hayscountytx.gov

Hays County Auditor
c/o: Marisol Alonzo
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
Email: marisol.alonzo@hayscountytx.gov

With copy to: HNTB Corporation
Attn: Carlos A. Lopez, P.E.
200 W 6th Street, Suite 2400
Austin, Texas 78701
Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Contractor. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Contractor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Contractor's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Contractor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Contractor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Contractor must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to

receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Contractor shall be borne solely by Contractor.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Contractor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Contractor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
CONTRACTOR'S ACCOUNTING RECORDS

Contractor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Right of Way Acquisition Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment

under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor further agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Contractor: David Baylor
LJA Engineering, Inc.
2700 La Frontera Blvd., Suite 200
Round Rock, Texas 78681

With copy to:

LJA Engineering, Inc.
Attn: General Counsel
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Contractor understands and agrees that time is of the essence and that any failure of Contractor to complete the Right of Way Acquisition Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Contractor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Contractor's standard of performance as defined herein. Where damage is caused to County due to Contractor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Contractor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Contractor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional Right of Way Acquisition, consulting and related services performed or furnished by Contractor and its employees under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Contractor are made on the basis of information available to Contractor and on the basis of Contractor's experience and qualifications and represents its judgment as an experienced and qualified professional Contractor. However, since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Contractor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Contractor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person

or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Contract, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work

Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Contractor understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Contractor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Contractor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Contractor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35
STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATORY WARRANTY

The undersigned signatory for Contractor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Contractor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

CONTRACTOR

LJA Engineering, Inc.

By Kenneth G Schrock

Printed Name: Kenneth G. Schrock, P.E.

Title: Senior Vice President

APPROVED
By Carlos Lopez at 1:16 pm, Dec 05, 2025

Date: September 29, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Debarment and Licensing Certification
- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Related Party Disclosure Form

(2) **Exhibit B** Right of Way Acquisition Services (ROW)

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

Centerpoint Road (ROW) LJA Engineering, Inc.- 2026-PSA-32

Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

No LJA Employee or officer has a business relationship with any local governmental entity as defined by Section 176.001 (1-a)

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Kenneth G. Schrock	Kenneth G Schrock	11/26/2025
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: Kenneth G. Schrock

PRINT NAME & TITLE: Kenneth G. Schrock, Senior Vice President

COMPANY NAME: LJA Engineering, Inc.

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Kenneth D. Schrock
Signature

11/19/2025
Date

Hays County House Bill 89 Verification

I, Kenneth G. Schrock (Person name), the undersigned representative of

UA Engineering, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Kenneth G Schrock
Signature of Company Representative

9/29/2025
Date

On this 29 day of September, 2025, personally appeared Kenneth G. Schrock, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2026
Notary ID 126213053

JMitchell
Notary Public in and for the State of Texas

(if other than Texas, Write state in here ____)

9-29-25
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above- named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

LJA Engineering, Inc.	9/29/2025
Company Name	Date
Kenneth G. Schrock	Kenneth G Schrock
Print Name of Company Representative	Signature of Company Representative

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Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above- named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12-10-2025	RFQ 2021-002
Date	IFB/RFP/RFQ Number

Vendor Selection CC Approval
2.11.25

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

3. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

LJA Engineering, Inc.	9/29/2025
Company Name	Date
Kenneth G. Schrock	Kenneth G Schrock
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- □ will be between a governmental entity and a company with fewer than 10 full-time employees
- □ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- □ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12.10.2025	RFQ 2021-002
Date	IFB/RFP/RFQ Number

Vendor Selection CC Approval 2.11.2025

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

LJA Engineering, Inc. — Company Name

11/19/2025 — Date

Kenneth G. Schrock — Print Name of Company Representative

Kenneth G Schrock — Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees

□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or

□ will be between a governmental entity and a sole proprietor.

Company Name — Date

Print Name of Company Representative — Signature of Company Representative

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Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt — Print Name of Hays County Purchasing Representative

Stephanie Hunt — Signature of Hays County Purchasing Representative

12-10-2025 — Date

RFQ 2021-007 — IFB/RFP/RFQ Number

Vendor Selection CC Approval 2.11.2025

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

LJA Engineering, Inc.	11/19/2025
Company Name	Date
Kenneth G. Schrock	Kenneth G. Schrock
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	12.10.2025
Print Name	Signature	Date

RFQ 2021-002
Vendor Selection CC Approval 2.11.2025

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.
Name of Firm

Kenneth G Schrock
Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Kenneth G. Schrock
Printed Name of Certifying Official

9/29/2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Kenneth G. Schrock on this the day of Sept. 29, 20 25, on behalf of said Firm.

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 12-22-2025

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  _X_ Does not own taxable property in Hays County, or;

  _X_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

LJA Engineering, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Kenneth G Schrock
Signature of Company Official Authorizing Bid/Offer

Kenneth G. Schrock
Printed Name

Senior Vice President
Title

kschrock@lja.com
Email Address

512.767.7300
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County

n/a

Employee Name Title

Section B: Former Hays County

n/a

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

n/a

Hays Employee/Former Hays Employee Name Title

n/a

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

no known relationships exist in accordance with the above.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

LJA Engineering, Inc.
Name of Vendor

Kenneth G. Schrock
Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Kenneth G. Schrock, P.E.
Printed Name of Certifying Official

9/29/2025
Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

EXHIBIT B

RIGHT OF WAY ACQUISITION SERVICES (ROW)

FOR CENTERPOINT ROAD OVERPASS PROJECT

From FM 2434/Hunter Road to Interstate 35

The Contractor may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- APPRAISALS
- NEGOTIATIONS
- PREPARATION OF AGREEMENTS
- RIGHT OF WAY ACQUISITION
- RELOCATION ASSISTANCE

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Right of Way Acquisition Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Contractor").

Part1. The Contractor will provide the following Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Contractor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Contractor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

CONTRACTOR:	COUNTY:
[LJA Engineering, Inc.]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Contractor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
Rate Schedule

LJA ENGINEERING, INC.	
Right of Way Acquisition Services	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$255.00
Senior Project Manager	$219.00
Project Manager	$208.00
Senior Agent	$163.00
Agent	$141.00
ROW Technician	$90.00
Administrative	$67.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate per mile. A travel log documenting the date, location of travel to/from, number of miles traveled and purpose of trip should be provided as back-up;*
  - *Mileage should be submitted on the basis of the most commonly/efficient used route*
  - *Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
  - *Morning Meal $7.00*
  - *Noon Meal $13.00*
  - *Evening Meal $16.00*

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2025

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	CONTACT NAME: Jerry Noyola	
Greyling Insurance Brokerage 3780 Mansell Road, Suite370 Alpharetta, GA 30022	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURED LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042	INSURER B : Westchester Surplus Lines Insurance Co	10172
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Lloyds	085202
	INSURER E : Evanston Insurance Company	35378
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 86452669 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:			GL 6360582	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 5774680	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			G48744734001	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 013265763 (AOS) WC 013265764 (CA)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			RLUSP2400003	8/1/2025	8/1/2026	Per Claim $5,000,000 Aggregate $5,000,000	
E	Pollution Liability			MKLV2ENV104342	8/1/2025	8/1/2026	Per Occurrence $5,000,000 Aggregate $5,000,000	

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

CERTIFICATE HOLDER

Hays County
111 E. San Antonio, Suite 300
San Marcos TX 78666

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

Matias Ormaza

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Greyling Insurance Brokerage		LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
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 (03/16)

HOLDER: Hays County

ADDRESS: 111 E. San Antonio, Suite 300 San Marcos TX 78666

Additional Named Insureds:
Berg-Oliver Associates; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079
Horizon Environmental Services; 1507 South IH 35; Austin, TX 78741
LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042
LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042
LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042
LJA Program Management, LLC (fka Ramos Consulting, LLC); 7500 Rialto Boulevard, Building 2, Suite 100, Austin, TX 78735
LJA Energy, Inc 3600 W Sam Houston Pkwy., S. Suite 625, Houston, TX 77042
LJA Telecom, Inc. (fka GXT, Inc. or GXT, Ltd.) 2700 La Frontera Boulevard Suite 2000 Round Rock, TX 78681
Paragon Consulting Group, Inc. 350 Airport Rd, Griffin, GA 30224
Alliance Engineering & Planning LLC; Alliance Surveying LLC; DBA Alliance Engineering, Planning, Landscape Architecture; 299 S Main Street, Suite A, Alpharetta, GA 30009
Carter Associates, Inc. 1708 21st Street Vero Beach, FL 32950
LJA Telecom Construction, Inc., LJA Engineering, Inc., 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
Donald W. McIntosh Associates, Inc., 1950 Summit Park Dr., Suite 600, Orlando, FL 32810
Afendras Archaeology, 746 E. Center Road, Goldsby, OK 73093
Freeland & Kauffman, Inc., 209 W. Stone Avenue, Greenville, SC 29609
BM&K, Inc., P.O. Box 878, Braselton, GA 30517
Lonestar Program Controls Group, LLC, 803 Haven Point Loop, New Braunfels, TX 78132-4339
LJA Engineering, Inc. – 3600 W Sam Houston Pkwy. S, Suite 600, Houston, TX 77042
Gonzalez-Strength & Associates, Inc. – 1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244
BSE Consultants, Inc. – 312 S. Harbor City Boulevard, Unit 4, Melbourne, FL 32901
Pharis Design – 3711 S Mopac Expressway Building I , Suite 350 Austin, TX 78746
Peters and Yaffee, Inc. 9822 Tapestry Park Circle, Units #204-5 Jacksonville FL 32246
David Plummer & Associates, Inc. 1750 Ponce De Leon Blvd. Coral Gables FL 33134
Fagan Consulting, LLC 14501 Falcon Head Blvd. #28 Austin, TX 78738
MESA Integrated Solutions, Inc. 3720 Whitt Loop Austin, TX 78749
The WLB Group, Inc., 4444 East Broadway Blvd., Tucson, AZ 85711

General Liability Maximum Annual Aggregate limit $10,000,000
All policies listed (except for Work Comp and Professional Liability) include an automatic Additional
Insured that provides Additional Insured status to the Certificate Holder only when there is a written
contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms CG2010 12/19 (includes ongoing operations) & CG2037 12/19 (GL); CA 2048 12/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed
prior to a loss per policy forms CG 2404 12/19 (GL); CA 20 48 (10/13)(Auto); and WC 00 03 13 (4/84) (WC). The Umbrella Liability policy follows form to the underlying General,

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Greyling Insurance Brokerage	LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston TX 77042
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 (03/16)

HOLDER: Hays County

ADDRESS: 111 E. San Antonio, Suite 300 San Marcos TX 78666

Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

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ATTACHMENT

POLICY NUMBER: CA 5774680

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/01/2025	Countersigned
Named Insured: LJA Engineering, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/28/2025 forms a part of

policy No. CA 5774680 issued to LJA Engineering, Inc.

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/28/2025 forms a part of

Policy No. CA 5774680 issued to LJA Engineering, Inc.

by

National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer.**

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2025 forms a part of

policy No. CA 5774680 issued to LJA Engineering, Inc.

by National Union Fire Ins Co Pittsburgh PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II** – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** – **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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LJA Engineering, Inc.

POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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POLICY NUMBER: GL 6360582

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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However, to the extent that **Damages** and **Claims Expenses** would be covered by the terms and conditions of this Policy but excluded or limited by such other insurance, this Policy, subject to its terms, conditions, exclusions and limitations, including the Retention, shall be primary to such other insurance with respect to the excluded or limited **Damages** and **Claims Expenses.**

Any deductible or self-insured retention payments made by or on behalf of the **Assured** or payments by insurers under such other insurance shall be deemed to apply towards satisfying the **Retention** obligations under this Policy

7. CHANGES

None of the Insuring Agreements, Exclusions, Definitions or Conditions or other terms of this Policy shall be amended, waived or otherwise changed except by endorsement hereto signed by the Insurers.

8. NAMED ASSURED AS AGENT

The first **Named Assured** specified in Item 1 of the Declarations shall be considered the agent of all **Assureds** with respect to the giving of or receipt of all notices pertaining to this Policy and shall be responsible for the payment to the Insurers of all premiums and for payment of the Retention.

9. PREMIUM

The premium for this Policy shall be the amount specified in Item 5 of the Declarations.

10. SUBROGATION

In the event of any **Claim** under this Policy, the Insurers shall be subrogated to all of the **Assured's** rights of recovery against any person or entity, and the **Assured** shall execute and deliver to the Insurers any and all necessary documentation, instruments and records and do whatever else is necessary to secure and enforce such rights. The **Assured** shall take no action after such **Claim** is made against it which prejudices such rights of Insurers.

The Insurers agree to waive their rights of recovery for a **Claim** to the extent the **Named Assured** had, prior to such **Claim**, a written agreement to waive such rights.

11. ASSIGNMENT

No assignment or transfer of any **Assured's** rights under this Policy shall bind the Insurers. If an **Assured** shall die or be adjudged incompetent, such insurance shall cover that **Assured's** legal representative as an **Assured** as would be permitted by this Policy.

12. MERGERS AND ACQUISITIONS

In the event that the **Named Assured** (i) acquires any other entity or acquires substantially all the assets of another entity, or (ii) merges with another entity such that the **Named Assured** is the surviving entity, or (iii) creates or acquires a **Subsidiary** after the effective date of this policy, no coverage shall be afforded under this policy for any **Claim** arising out of **Professional Services**, **Contracting Services** or **Technology Services** performed by or alleged to have been performed by such entity acquired or merged with or such **Subsidiary** created, unless and until:

1. The **Named Assured** provides written notice to the Insurers of such transaction or event not more than ninety (90) days after the effective date of such transaction, or event, and

2. The **Named Assured** promptly provides the Insurers with such information in connection therewith as the Insurers may reasonably deem necessary, and

This Endorsement forms part of Policy No.: RLUSP2400003

Issued to: LJA Engineering, Inc.

Issued by: Convex Insurance UK Limited and as shown in the Market Sheet

Effective: 12.01 am Local Standard Time on 1 September 2022

Endorsement No .18

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize Greyling Insurance Brokerage and Risk Consulting Inc the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Assured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy, Underwriters shall mail written notice of such cancellation, or non-renewal, to such Certificate Holder within a specified period of time; provided, however, that the Underwriters shall have not be required to provide such notice more than 90 days prior to the effective date of cancellation or non-renewal. The **Assured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation or, non-renewal, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation or, non-renewal as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Assured**.

All other terms, clauses and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By

New Hampshire Insurance Company

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the " Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56
(Ed. 04/11)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265763 (AOS)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $2,158.00

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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CALIFORNIA ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265764 (CA)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We will mail or deliver to you not less than 10 days advance written notice of cancellation for reasons (a) through (g) and 30 days advance written notice of cancellation for reasons (h) through (m) of California Cancellation Endorsement WC990017. We will mail or deliver to you not less than 30 days and not more than 120 days advance written notice of non-renewal.

Except for non-payment of premium and non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due, for which we will provide advance written notice in accordance with the provisions of any applicable statute or regulation, we shall not provide less than the number of days set forth below.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days

Non-Renewal: 60 Days

WC 99 04 11
(Ed. 08/03)

Countersigned by _____

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2025 forms a part of Policy No. WC 013265764 (CA)

Issued to LJA Engineering, Inc.

By New Hampshire Insurance Company

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION WHOM OR WHICH YOU HAVE WAIVED SUCH RIGHT OR RECOVERY IN A WRITTEN CONTRACT WITH THAT PERSON OR ORGANIZATION PROVIDED SUCH WRITTEN CONTRACT: 1. IT CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THE POLICY: AND 2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.	

WC 04 03 06
(Ed. 04/84)

Countersigned by _____

Authorized Representative

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1341942

Date Filed:
07/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LJA ENGINEERING, INC.
Houston, 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.
Hays County

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.
RFQ 2021-Q02
Professional Right-of-Way Acquisition Services Pool - Centerpoint Road Overpass Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford, Susan D.	Houston, TX United States	X	
Cannon, Jeff	Houston, TX United States	X	
McKee, Alan B.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kenneth G. Schrock, and my date of birth is 4/27/1965.

My address is 7500 Rialto Blvd., Suite 100, Austin (city), TX (state), 78735 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 25 day of July (month), 20 25 (year).

Kenneth G Schrock
Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REQUEST FORM: I. 9.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-43) between Hays County and American Structurepoint, Inc. to provide design services for the Dripping Springs Southwest Connection project in Precinct No. 3 and Precinct No. 4. **SMITH/HAMMER/A.JONES**

Summary:

American Structurepoint, Inc. was selected by Hays County for design services for the Dripping Springs Southwest Connection project at Commissioners Court on November 18, 2025 utilizing the selection process established at the October 28, 2025 Commissioner's Court. The Professional Services Agreement includes a compensation cap of $2,986,101.00.

Fiscal Impact:

Amount Requested: $2,986,101.00
Line Item Number:
036-803-96-864.5621_700
036-804-96-864.5621_700

Budget Office:

Source of Funds: 2025 Road Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-43 - American Structurepoint - Dripping Springs SW Connection

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **American Structurepoint, Inc. ("Engineer")**
ADDRESS: **2600 Via Fortuna, Building One, Suite 300, Austin, Texas 78746**
PROJECT: Dripping Springs Southwest Connection Design **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services pursuant to the interim selection process adopted at Commissioners Court on October 28, 2025, Item J.19 and Texas Government Code Chapter 2254.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations, any fully executed Supplemental Work

Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Roadway Design Manual, 2024
C. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2024 (English units)
D. National Environmental Policy Act (NEPA)
E. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
F. Americans with Disabilities Act (ADA) Regulations
G. U.S. Army Corps Regulations
H. International Building Code, current edition as updated
I. Hays County Design Criteria & Project Development Manual, latest edition
J. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
K. Hays County Protocol for Sustainable Roadsides, latest edition
L. TxDOT Bridge Design Manual - LRFD, latest edition
M. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing at least thirty (30) days prior to the Work Authorizations or any Supplemental Work Authorizations term date, if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization and in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Million, Nine Hundred Eighty-Six Thousand, One Hundred One Dollars ($2,986,101)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall provide the following documentation through the County's Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) certified invoice to the County; and
(2) One (1) complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract; and
(3) Copies of all invoices for non-labor and Subcontract services.

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt and approval of a complete Invoice Package**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative (Name, Firm, Firm's Address) for purposes of this Contract is as follows:

Chase Myers
American Structurepoint, Inc.
2600 Via Fortuna, Building One, Suite 300
Austin, Texas 78746

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or

determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, changes to the approved rates set forth in **Exhibit D,** etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums

when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, upon not less than thirty (30) days' written notice to the Engineer.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage $1,000,000.00 each accident..
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificate of Insurance". As further set out below, Engineer shall not allow any

subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Hays County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Hays County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Hays County Purchasing
   c/o: Stephanie Hunt
   712 S. Stagecoach Trail, Suite 1012
   San Marcos, Texas 78666
   Email: purchasing@hayscountytx.gov

   Hays County Auditor
   c/o: Marisol Alonzo
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666
   Email: marisol.alonzo@hayscountytx.gov

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   200 W 6th Street, Suite 2400
   Austin, Texas 78701
   Email: HaysCoInvoice@HNTB.com

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

E. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

F. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

G. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

H. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

I. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
200 W 6th Street, Suite 2400
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Criminal District Attorney's Office, Civil Division
Attn: Jordan Powell
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666

Engineer: **American Structurepoint, Inc.**
Attn: Cash E. Canfield, PE
9025 River Road, Suite 200
Indianapolis, Indiana 46240

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein.

Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer

understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

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representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____

ENGINEER

American Structurepoint, Inc.

By: DocuSigned by: Cash E. Canfield F19A20CCE23A42D...

Printed Name: Cash E. Canfield

Title: President

Date: 12/5/2025

APPROVED
By Carlos Lopez at 1:16 pm, Dec 08, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Code of Ethics for Hays County
- Hays County Practices Related to Historically Underutilized Business (HUB)
- Hays County House Bill 89 verification
- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- Israel Boycott Certification (TGC 2271.002)
- Prohibition of Energy Company Boycott Certification (TGC 2274)
- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
- Debarment and Licensing Certification
- Vendor/Bidder's Affirmation
- Conflict of Interest Disclosure & Questionnaire Form CIQ
- Related Party Disclosure Form
- Federal Affirmations and Solicitation Acceptance (*REDACTED*)
- System For Award Management SAM.gov (*REDACTED*)
- Form 1295 Certificate of Interested Parties

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
COUNTY FORMS

ATTACHED BEHIND THIS PAGE

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Conflict of Interest Disclosure & Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that nay vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Hays County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class C misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Hays County Officials who fall within Chapter 176 of the Local Government Code relating to filing a Conflict-of-Interest Questionnaire (Form CIQ) include:

- Hays County Judge: Ruben Becerra
- Commissioner Precinct 1: Debbie Ingalsbe
- Commissioner Precinct 2: Dr. Michelle Cohen
- Commissioner Precinct 3: Morgan Hammer
- Commissioner Precinct 4: Walt Smith
- Hays County Auditor: Marisol Villarreal-Alonzo

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

American Structurepoint, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

n/a

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Cash E. Canfield

Name of signatory

DocuSigned by:
Cash C. Canfield
F19A20CCE23A420...

Signature

12/3/2025

Date

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: Cash E. Canfield

PRINT NAME & TITLE: Cash E. Canfield, President

COMPANY NAME: American Structurepoint, Inc.

Docusign Envelope ID: C22966FA-D7E4-4EF0-AE84-64B9B3C2C3CC

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signed by:
Steven J. Miller
DEC5DB390138449...
Signature

11/19/2025
Date

Hays County House Bill 89 Verification

I, Cash E. Canfield (Person name), the undersigned representative of American Structurepoint, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

Cash E. Canfield
Signature of Company Representative

November 18, 2025
Date

On this 18th day of November, 2025, personally appeared Cash E. Canfield, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Megan M. Adams
Notary Public in and for the State of ~~Texas~~ MMA
(if other than Texas, Write state in here Indiana)

Megan M. Adams
Notary Public Seal State of Indiana
Hamilton County
Commission Number NP0739626
My Commission Expires 3/7/2030

November 18, 2025
Date

Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below ("Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above- named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

American Structurepoint, Inc.	November 18, 2025
Company Name	Date
Cash E. Canfield	Cash E. Canfield
Print Name of Company Representative	Signature of Company Representative

---

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above- named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12-10-2025	Vendor Selection CC Approval 11.18.2025
Date	~~IFB/RFP/RFQ~~ Number

Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the Texas Government Code:

3. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

American Structurepoint, Inc.	November 18, 2025
Company Name	Date
Cash E. Canfield	Cash E. Canfield
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees
- ☐ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12-10-2025	Vendor Selection Approval
Date	~~IFB/RFP/RFQ Number~~
	CC 11.18.2025

Docusign Envelope ID: C22966FA-D7E4-4EF0-AE84-64B9B3C2C3CC

Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

American Structurepoint, Inc.	11/19/2025
Company Name	Date
Steven J. Miller	Signed by: Steven J. Miller DEC5DB390138449...
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt
Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
12-10-2025	Vendor Selection Approval
Date	IFB/RFP/RFQ Number

CC 11.18.25

Docusign Envelope ID: C22966FA-D7E4-4EF0-AE84-64B9B3C2C3CC

Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)

Pursuant to Chapter 2274.002 of the Texas Government Code:
By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:

1. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
2. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
3. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include:
    - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I certify that the company named below:

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association , as defined in Government Code, Chapter 2274.001; and
- Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

American Structurepoint, Inc.	11/19/2025
Company Name	Date
Steven J. Miller	Signed by: Steven J. Miller DEC5DB390138449...
Print Name of Company Representative	Signature of Company Representative

Exclusion from Chapter 2274.002 of the Texas Government Code (only select if an exclusion applies)
I certify that the company named above declare, represents, and verifies that the Company is excluded from Chapter 2274.002 because the contract in question:

□ will be between a governmental entity and a company with fewer than 10 full-time employees
□ will have a value of less than $100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
□ will be between a governmental entity and a sole proprietor.

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Stephanie Hunt	Stephanie Hunt	12-10-2025
Print Name	Signature	Date

Vendor selection CC Approval 11.18.2025

Debarment and Licensing Certification

STATE OF ~~TEXAS~~ Indiana §
§
COUNTY OF ~~HAYS~~ Marion §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

American Structurepoint, Inc.
Name of Firm

Cash E. Canfield
Signature of Certifying Official

President
Title of Certifying Official

Cash E. Canfield
Printed Name of Certifying Official

November 18, 2025
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Cash E. Canfield on this the 18th day of November, 2025, on behalf of said Firm.

Megan M. Adams
Notary Public in and for the State of ~~Texas~~ Indiana
(if other than Texas, Write state in here Indiana)

Megan M. Adams
Notary Public Seal State of Indiana
Hamilton County
Commission Number NP0739626
My Commission Expires 3/7/2030

My commission expires: 3/7/2030

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Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with any Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  X Does not own taxable property in Hays County, or;

  _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

American Structurepoint, Inc.
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signed by:
Steven J. Miller
DEC5DB390138449...
Signature of Company Official Authorizing Bid/Offer

Steven J. Miller
Printed Name

Senior Vice President
Title

smiller@structurepoint.com
Email Address

(317) 547-5580
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County

Employee Name	Title

Section B: Former Hays County

Employee Name	Title	Date of Separation from County
Lon Shell	County Commissioner	12/31/2024

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title	
Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

American Structurepoint, Inc.

Name of Vendor

Cash E. Canfield

Signature of Certifying Official

President

Title of Certifying Official

Cash E. Canfield

Printed Name of Certifying Official

November 18, 2025

Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

Docusign Envelope ID: 66A19F57-2937-49BA-BAEE-7EFD93EBA985

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1397141

Date Filed:
12/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
American Structurepoint, Inc.
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.
Hays County

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.
2026-PSA-43
Dripping Springs Southwest Connection (US 290 to RM 12)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Conner, Willis	Indianapolis, IN United States	X	
Henneke, Gregory	Indianapolis, IN United States	X	
Canfield, Cash	Indianapolis, IN United States	X	
Shebeck, Michael	Indianapolis, IN United States	X	
Davidson, Steven	Indianapolis, IN United States	X	
Hoopingarner, Michael	Indianapolis, IN United States	X	
Bastian, William	Indianapolis, IN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cash E. Canfield, and my date of birth is May 23, 1972.

My address is 9025 River Road, Suite 200, Indianapolis (city), IN (state), 46240 (zip code), USA (country).

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

Executed in Marion County, State of Indiana, on the 8th day of December (month), 20 25 (year).

DocuSigned by:
Cash E. Canfield
F19A20CCE23A42D...

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Dripping Springs Southwest Connection Study (US 290 to RM 12) Project in Precinct 3 and4 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT
- ROUTE AND DESIGN STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued on Next Page

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

Travel Expenses will be reimbursed based on the following guidelines:

- *Reimbursement requests must include receipts, invoices and other documentation for all submittals;*
- *Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate for each mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;*
    - *Mileage should be submitted on the basis of the most commonly/efficient used route*
    - *Reimbursement for mileage shall not exceed the cost of a round-trip coach airfare.*
- *Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.*
    - *Morning Meal $16.00*
    - *Noon Meal $19.00*
    - *Evening Meal $28.00*

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Engineer requests a rate adjustment, CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

American Structurepoint Inc.	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$334.00
Senior Project Manager	$328.00
QAQC	$334.00
Project Manager	$269.00
Senior Project Engineer	$228.00
Project Engineer	$193.00
Design Engineer	$175.00
Sr. Drainage Engineer	$260.00
Drainage Engineer	$190.00
Sr. Traffic Engineer	$250.00
Traffic Engineer	$180.00
Sr. Structural Engineer	$290.00
Structural Engineer	$190.00
EIT	$170.00
Senior Technician	$215.00
Technician	$140.00
Landscape Architect	$175.00
Admin / Clerical	$100.00

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DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Photocopies B/W (11"x17") each	$0.25
Photocopies B/W (8 1/2"x11") each	$0.15
Photocopies Color (11"x17") each	$1.25
Photocopies Color (8 1/2"x11") each	$1.00
Plots (B/W on Bond) per sq. ft.	$1.00
Plots (Color on Bond) per sq. ft.	$1.75
Plots (Color on Photographic Paper) per sq. ft.	$5.00

Pape-Dawson, Inc.	
ENGINEERING/NON-SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$375.00
Sr. Technical Advisor	$360.00
Senior Project Manager	$315.00
Project Manager	$240.00
Senior Project Engineer	$230.00
Project Engineer	$200.00
Engineer IV	$180.00
Engineer III	$160.00
Engineer II	$150.00
Engineer I	$140.00
Billing Administrator	$140.00
Technician	$135.00
Project Control Specialist	$135.00

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DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

Pape-Dawson, Inc. SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$375.00
Survey Department Manager	$265.00
Survey Project Manager	$210.00
Project Surveyor	$185.00
Surveyor-in-Training (SIT)	$170.00
Senior Survey Technician	$160.00
Survey Technician	$155.00
Field Coordinator	$160.00
Practice Leader/Certified Photogrammetrist	$250.00
Geospatial Services Manager (	$200.00
Geospatial Production Manager	$175.00
Lidar Technologist	$160.00
Photogrammetric Technician	$135.00
Billing Administrator	$140.00
Sr. ROW Agent	$185.00
ROW Agent	$165.00
Project Coordinator	$140.00

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Pape-Dawson, Inc.		
SURVEY		
DIRECT EXPENSES		
Mileage (per mile)	Current Federal Rate	
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
RTK Base Radio	$30.00	hour
GPS Receiver Rate	$30.00	hour
Helicopter Equipment Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles)	$65.00	per mile
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider)	$125.00	hour
Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes equipment, materials, & rentals). Marker supplied by TxDOT	$100.00	each
Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT	$300.00	each
Terrestrial Photogrammetry Camera	$100.00	hour
Airborne GPS/IMU Data collection/Processing	$2,500.00	per project
Datum Point Rod Setting (3/4 inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7)	$375.00	each
Ground Target (includes paint and panel material)	$30.00	each
Hydrographic Sonar Equipment	$500.00	day
Reprographics	$5.00	per sq. ft.
T-Posts (Materials only)	$5.00	each
Delineator Posts (Materials only)	$25.00	each
Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	$7,500.00	per project

PAPE-DAWSON, INC.		
Surveying / ROW		
SERVICES TO BE PROVIDED	**UNIT**	**COST**
1 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.)	hour	$130.00
Crew chief		
Vehicle		
GPS or Robotic Total Station		
2 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.)	hour	$210.00
Crew chief + Instrument man		
Vehicle		
GPS or Robotic Total Station		
3 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.)	hour	$280.00
Crew chief + Instrument man + Rodman		
Vehicle		
GPS or Robotic Total Station		
Fixed Wing Flight Crew (Includes Pilot and Sensor Operator)	hour	$220.00
Personnel only		
Helicopter Flight Crew (Includes Pilot and Sensor Operator)	hour	$236.00
Personnel only		
Unmanned Aerial System (Includes the UAS, Vehicle, Pilot and Observer)	day	$2,250.00
Vehicle mileage not included, FAA licensed pilot		
Does not include mobilization to site. This is in the ODEs.		

SWCA	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Subject Matter Expert IV	$293.00
Subject Matter Expert III	$268.00
Subject Matter Expert II	$242.00
Subject Matter Expert I	$230.00
Specialist XII	$226.00
Specialist XI	$207.00
Specialist X	$189.00
Specialist IX	$169.00
Specialist VIII	$158.00
Specialist VII	$147.00
Specialist VI	$137.00
Specialist V	$123.00
Specialist IV	$114.00
Specialist III	$104.00
Specialist II	$91.00
Specialist I	$77.00

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SWCA	
ENVIRONMENTAL	
DIRECT EXPENSES - SWCA	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Photocopies B/W (11"x17") each	$0.25
Photocopies B/W (8 1/2"x11") each	$0.15
Photocopies Color (11"x17") each	$1.25
Photocopies Color (8 1/2"x11") each	$1.00
Plots (B/W on Bond) per sq. ft.	$1.00
Plots (Color on Bond) per sq. ft.	$1.75
Plots (Color on Photographic Paper) per sq. ft.	$5.00
TARL Curation Fee (each)	Actual Cost
TARL Site Forms (each)	Actual Cost
Hazardous Materials Database Search (each)	Actual Cost
Backhoe Trenching (day)	Actual Cost

Raba Kisnter, Inc.	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$255.00
Project Manager	$204.10
Senior Engineer	$233.58
Project Engineer	$159.12
EIT	$146.07
SR. Engr. Tech	$110.16
Engr. Tech	$91.80
Admin	$71.40

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Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Utility Locates (1-10 borings)	Actual Cost
Utility Locates (10-20 borings)	Actual Cost
Utility Locates (20-30 borings)	Actual Cost
Traffic Control Services	Actual Cost
Brush Clearing	Actual Cost

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2025

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** ACEC Certificates **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** ACECcertificates@greyling.com
INSURED AMERSTR American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis IN 46240	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Valley Forge Insurance Company / 20508 **INSURER B :** The Continental Insurance Company / 35289 **INSURER C :** Travelers Casualty & Surety Co America / 31194 **INSURER D :** Transportation Insurance Company / 20494 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 877700744 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [ ] $1M/$1M/$1M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			6050367892	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]			6050364572	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			6050364555	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		650364569	11/1/2025	11/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability incl. Pollution Liability			107806802	5/29/2025	5/29/2026	Per Claim Aggregate	$5,000,000 $5,000,000

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

Any person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect to the General Liability, Automobile Liability and Employers Liability policies. Umbrella is follow form.

Hays County, Texas, its directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

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

Gregg Bachtel

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AGENDA ITEM REQUEST FORM: I. 10.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Aaron Jones- Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve the selection of Kimley-Horn and Associates, Inc. to provide design services for the FM 2001 East project in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE/A.JONES**

Summary:

The attached vendor selection form has been prepared for Kimley-Horn and Associates, Inc. to provide design services for the FM 2001 East project. Commissioners Court Action on October 28, 2025, Item J.19, amended the Interim Selection Process for any proposed contracts related to Professional Engineering Services, Utility Coordination Services, Construction, Engineering and Inspection Services, and Surveying Services. A contract will be brought back to court for approval and execution.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: 036-801-96-644.5621_400

Budget Office:

Source of Funds: 2025 Certificates of Obligation
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Interim Vendor Selection Process approved in CC on 10.29.2025, PSA will be procured through Texas Government Code, Chapter 2254

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

FM2001East-KimleyHorn-Vendor Selection Form

Docusign Envelope ID: 48290900-DA88-4CBD-AB3C-7AA0B2ED9E7B

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:	FM 2001 East	Precinct Number:	1
Prepared By:	Justin Midura	Commissioner:	Debbie Ingalsbe
Project Scope of Work: The proposed FM 2001 East project is from Graef Road to existing FM 2001 southeast of SH 21 and will be a continuation of design services to complete PS&E for an existing two-lane undivided roadway to a four-lane divided roadway with shoulders and turn lanes. The scope of work includes updating the construction plans for TxDOT 2024 specifications, adding turn lanes, and updating design to accommodate future development and signalization of Graef Road.			

Background Information					
Company Name Kimley-Horn and Associates, Inc.		Type of Company Engineering and Professional Services		Type of Work Performed Engineering	
Street Address 10814 Jollyville Road, Campus IV, Suite 300		Phone Number 512-415-4533		Year Established 1967	
City/State/Zip Austin, Texas, 78759		Principal Contact Brian Boecker		Email Address Brian.boecker@kimley-horn.com	
Qualified Minority Business? ☐ MBE ☐ WBE ☐ DBE		D&B # 097691691		Firm's License # F-928	
Discipline/s:					
☐ Right-Of-Way	☒ Engineering	☐ CE&I	☐ Grant Writing	☐ Other	
☐ Utility Coordination	☐ Project Management	☐ Land Surveying	☐ Right-of-Way		
Has the company ever defaulted, failed to complete, or had a contract terminated? ☐ yes ☒ no		If yes, explain: N/A			

Docusign Envelope ID: 48290900-DA88-4CBD-AB3C-7AA0B2ED9E7B

Has the company ever gone through bankruptcy or reorganization? ☐ yes ☒ no	If yes, explain: N/A

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job	I-35 NEX	Harrell Parkway	D B Wood Road Phase 1
• Owner Name	TxDOT	City of Round Rock	City of Georgetown
• Duration	9/2022 – 10/2024	8/2023 – 4/2025	11/2020 – 6/2023
• Contract Value	$22 Million	$2.74 Million	$2.52 Million
• Provide Brief overview of the project and scope of services provided by Firm.	Led schematic revisions, roadway design, and PS&E production for the reconstruction and widening of one mile of the existing IH-35 mainlines (MLs) through San Antonio and new construction of more than 4 miles of 2 additional lanes in each direction on elevated structure. These included two, 3-span steel structures over the Union Pacific Railroad and two new bridges over Frost Bank Center Drive.	Led the preliminary and final design for the reconstruction of Harrell Parkway from US 79 to Old Settlers Boulevard. This project consisted of a bridge replacement at Chandler Branch and Tributary 5, 2 miles of roadway reconstruction, roadway realignment at Chandler Branch and between Whitlow Way and just north of Sports Capital Crossing, a new roadway connection between Kenney Fort Blvd and Harrell Parkway, two pedestrian grade separation bridges, waterline relocations and an environmental assessment.	Led the alternative analysis, schematic, environmental assessment, public involvement, and PS&E for 1.5 miles of D B Wood Road from a three-lane suburban to a five-lane urban section with median, bicycle and pedestrian pathways, safety street lighting, an enclosed drainage system, water quality, retaining walls and bridge replacement.

Staffing			
President/Principal-in-Charge	Brian Boecker	Years of Experience	25
Proposed Project Manager	Austin Helton	Years of Experience	14
Proposed Engineer	Alejandro Rico	Years of Experience	4.5
Proposed Surveyor	Keith Kidd	Years of Experience	25
Quality Assurance Certification	N/A	Current Active Projects	102
No. of Employees	9,798	Current Work Backlog	$16M

Brief Project Methodology Approach:

Kimley-Horn brings experience working with local governments in Central Texas on engineering projects. The firm has delivered comparable projects, demonstrating a strong understanding of regional requirements and stakeholder coordination. Kimley-Horn recently completed similar projects in delivering schematic design and PS&E development. Kimley-Horn has familiarity with TxDOT standards through projects such as the I-35 reconstruction, and most importantly, is the current engineer for the FM 2001 East project where they have prepared 95% construction plans for the project. This additional scope would be continuation of services for the engineer on the project.

Signatures:	
Commissioner Signature:	Signed by: Commissioner Debbie Ingalsbe D872E3CE1B5E45B...
Date:	12/4/2025

Docusign Envelope ID: 48290900-DA88-4CBD-AB3C-7AA0B2ED9E7B

Additional Signature:	Signed by: 834AFE4F4F3B4F9...
Date:	12/4/2025

Additional Signature:	DocuSigned by: Carlos A. Lopez, P.E. AB5268AB82D4492...
Date:	12/4/2025

AGENDA ITEM REQUEST FORM: J. 1.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Marcus Pacheco

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the execution of a Development Agreement between Hays County and Joe Drake Maxwell as Trustee of the Maxwell Settlement Trust, for the Bluestem Subdivision. **INGALSBE/PACHECO**

Summary

The Bluestem Subdivision consists of approx. 2,000 single-family residential lots and approx. 2.6 acres of commercial development across 301.952 acres. The applicant has requested variances in roadway standards. The Declarant agrees to use rainwater collection, follow dark sky planning & design efforts, have a voting / polling location, hiking & biking trails, and use native vegetation. Execution of this agreement will ensure the project is allowed to move forward while allowing the County to maintain standards for approvals.

Attachments

Bluestem Agreement

SUBDIVISION AGREEMENT

This Subdivision Agreement (this "Agreement") is made and entered into effective as of the ___ day of _____, 2025 (the "Effective Date"), by and between HAYS COUNTY, TEXAS (the "County"), and JOE DRAKE MAXWELL, as TRUSTEE of the Maxwell Settlement Trust created under the Settlement Agreement approved February 9, 2017 ("Declarant"). The County and Declarant are sometimes referred to herein as the "Parties" and individually as the "Party".

1. Purposes, Term and Consideration

1.01. Declarant is developing approximately 301.952 acres of land in Hays County, Texas (the "Property"), which Property is more fully described on **Exhibit A** attached hereto and incorporated herein for all purposes. The Property is being developed by Declarant as "Bluestem."

1.02. Declarant is authorized to enter into this Agreement with the County. The County is authorized to enter into this Agreement with Declarant by authority of Chapter 232 of the Texas Local Government Code, Subchapter E, and Chapter 771 of the Hays County Development Regulations (the "Development Regulations").

1.03. Declarant desires to subdivide the Property as a residential, commercial, and mixed-use subdivision as shown generally on the concept plan (the "Concept Plan") attached hereto and incorporated herein as **Exhibit B**.

1.04. The benefits to the Parties contained in this Agreement, which exceed the minimum requirements of state law and the Development Regulations, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The Agreement is executed by the Parties hereto without coercion or duress and for the substantial consideration recited above.

1.05. This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term of fifteen (15) years from the Effective Date.

2. The Project

2.01. The "Project", as that term is described in Chapter 245, Texas Local Government Code, is the master planning and subdivision platting of the Property into approximately 2,000 single-family residential lots, with approximately 42% of the planned lots being 2,000 square foot (minimum) townhome or cottage lots, and approximately 2.6 acres of commercial, all as shown generally in the Concept Plan; and the provision of roadways, parks and other open space, drainage facilities, utilities installation, and water lines, wastewater lines and related storage facilities. The Project is subject to the Development Regulations as of the Effective Date, including fees, as they exist on the Effective Date, except as otherwise modified in this Agreement.

2.02. Declarant has designed and plans to develop, install, and construct the Project in approximately twelve phases. as generally described and depicted on **Exhibit C**, each of which phases will contain approximately 160 single-family residential lots and/or multifamily units. The Parties acknowledge and agree that the phasing plan is preliminary and actual development and construction may vary from the proposed timing, proposed phase boundaries, and proposed number of lots; subject to the limitations in this Agreement, as necessary to improve the overall design of the Project. The Parties further agree that such variations are acceptable per this Agreement.

A. The proposed number of single-family residential lots within the final subdivision plat for each phase of the Project may vary from the number provided in Section 2.02 above by plus or minus twenty percent (20%), or an additional amount if such additional amount is acceptable to the County and agreed to in writing. However, Declarant acknowledges that adjusting within that 20% may affect the Qualifying Lot (herein after discussed) calculation and may require a new or revised Traffic Impact Analysis.

B. Declarant agrees to submit a final plat application for a particular phase within a period of 2 years after the corresponding phase timeframe outlined in **Exhibit C**. Provided, however, Declarant may submit to the County, and the County may approve an updated **Exhibit C** by a majority vote of the Commissioners Court, extending the time period for a phase, or phases, as long as the Declarant provides the updated **Exhibit C** to the County at least sixty (60) days prior to the end of the calendar year corresponding to the phase being modified. In such event, the updated **Exhibit C** shall replace the current **Exhibit C** and be deemed incorporated into this Agreement. If Declarant fails to timely submit applications or modify the timelines pursuant to this Section, then the County may terminate this Agreement, subject to the notice and cure provisions set forth in this Agreement below. In the event this Agreement is terminated, any future development of the Property may be negotiated in a future development agreement, which shall be subject to the regulations, processes, and fees then applicable to subdivisions and development.

C. The Property shall be served by, and Declarant agrees to obtain, water service from a State approved public water supply and wastewater service from a public wastewater system. No structure within a particular phase of the Project may be occupied until Declarant has presented sufficient evidence to the County that the entity serving that phase of the Project with water has sufficient water available to serve that structure.

D. No structure in the Project shall be occupied until connected to a permitted sewer system or to an on-site wastewater system that has been approved and permitted by the County and, if required, the Texas Commission on Environmental Quality.

E. Declarant and the County agree that, notwithstanding any contrary provision of the Development Regulations or this Agreement, a preliminary plan or preliminary plat shall not be required for the Project or any portion thereof as a condition of the permitting, construction and subdivision of the Project or any phase thereof.

F. Declarant and the County agree that before the County will accept for recording any final subdivision plat of all or a portion of the Property, Declarant shall cause to be constructed all streets and drainage facilities dedicated by said final plat in accordance with all applicable County street and drainage standards, except as modified by this Agreement, or provide fiscal surety for the estimated cost to complete the construction of the remaining street and drainage facilities.

G. Declarant agrees to pay a final subdivision plat application fee of $500.00 per plat submittal and a review fee of $500.00 per residential, multifamily or commercial lot. The review fee is due upon submittal of the final subdivision plat application for each phase of the Project. The $500.00 per residential, multifamily or commercial lot review fee is based on the total number of such lots included in each final plat submitted for the applicable phase of the Project.

H. Declarant acknowledges that the review fee schedule in the above subsection does not include any other additional fees required by the County such as Flood Hazard Area permit and application fees, On-Site Sewage Facility permit and application fees, Driveway permit and application fees, etc.

I. Declarant agrees to dedicate a minimum of 80' public right of way through the entirety of the property, as generally depicted in **Exhibit B**

J. Declarant agrees to build the prescribed improvements or pay its pro rata share of such road improvements in the amount of $931.33 per single family lot ($1,593,507.10 for the entire Project) to the County, in accordance with the approved Traffic Impact Analysis and the County will construct such road improvements. The payments shall be made at, or prior to, recordation of each final plat of the Project, as described and depicted on **Exhibit C**. Declarant shall not be required to pay for, or construct, any other traffic mitigation including any road improvements outside the Property.

3. County Roadway and Drainage Standards

3.01. The applicable roadway standards for roadways within the Property are the roadway standards in Chapter 721 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the "Roadway Standards"). The applicable drainage standards for drainage within the Property are the storm water management standards in Chapter 725 of the

Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the "Drainage Standards"). Except as otherwise set forth in this Agreement, all roadways and driveways within the Property shall be built in accordance with the Hays County Roadway Standards and Drainage Standards. **Exhibit D** attached hereto and incorporated herein provides design standards for roadways within the Project and any applicable variances to the Roadway Standards for the Project.

3.02. All residential lots meeting the requirements of being a Qualifying Lot under 721.05.05(A) of the Development Regulations will be exempt from the minimum lot frontage requirements and the driveway spacing requirements as set forth in the Development Regulations. Contingent upon the Property receiving State approved public water supply and wastewater service as laid out above, all single-family residential lots under this Agreement are Qualifying Lots in accordance with Section 5.05(A) of the Hays County Development Regulations.

3.03. All two-way alleys shall be a minimum of eighteen (18) feet in width. All one-way alleys shall be a minimum of twelve (12) feet in width. All alleys will be dedicated to and maintained by a property owner association or homeowner association, or assigns; and shall reside within a private alley lot dedicated on the final plat. Declarant will promulgate restrictions against on-alley parking.

3.04. Declarant may dedicate right-of-way and additional right-of-way in excess of the County minimum right-of-way width set forth in the Hays County Roadway Standards and Drainage Standards. Declarant acknowledges that the County shall not accept dedication or maintenance of sidewalks and head-in parking spaces immediately adjacent to public roadways. The County shall accept dedication and maintenance of parallel parking spaces located along the Minor Arterial in accordance with Exhibit F-5..

3.05. Declarant shall dedicate to the County with each final plat of a portion of the Property all rights-of-way containing roads and related drainage improvements within said final plat. Maintenance of drainage improvements outside the right-of-way shall not be the responsibility of the County. Declarant intends that such drainage improvements outside the right-of-way will be owned and maintained by a municipal utility district.

3.06. Declarant agrees that all storm water treatment and detention ponds will be owned and maintained by a municipal utility district. The County shall not be responsible for maintenance of any storm water treatment facilities or detention ponds. Detention ponds shall be built in appropriate sequence and timing to capture stormwater runoff from each construction site at the beginning of each phase.

3.07. Streets, roads, driveways, drainage, erosion controls, water, and wastewater lines and facilities, sidewalks, and all other infrastructure within the project will be constructed by the Developer, and its assigns, to the standards as adopted in the International Fire Code by Hays County, as applicable.

3.09 The anticipated internal project roadway classifications, based on calculated annual average daily trips (AADT). have been provided as shown on **Exhibit E**.

3.11 Notwithstanding any contrary County standards or requirements:

- All bridges on the Property shall comply with the specifications shown on Exhibit F-1 Assignment of Commitments and Obligations

3.12. Declarant's rights and obligations under this Agreement may be assigned, in whole or in part, to one or more related entities, purchasers of all or any portion of the Property, another developer(s) of the Property, or to a governmental entity. Declarant agrees to notify the County within thirty (30) calendar days of any assignment; said notice shall include the name and contact information of the party to whom the Declarant assigns, as well as what rights and obligations have been assigned.

3.13. This Agreement and the Concept Plan shall be binding on the Parties, and their respective successors and assigns, and shall be effective for the duration through the final phase of the Project shown on the Concept Plan, unless expired under the provisions set forth in this Agreement or renewed or extended by the Parties' mutual agreement.

4. **Consideration to the County**

4.01. These concessions, going beyond standard practices, represents the Declarant's efforts to be good stewards of the land and the community. This helps protect the public's access to water, foster its ecological structure, and the communal partnership that responsible development represents.

4.02. Declarant agrees to create a series of nature hiking and or biking trails throughout the Property, including appropriate shaded bench seating and regular distance markers.

4.03. Declarant agrees to use native vegetation and plant life as the predominate landscaping choice in accordance with the particular needs of the specific ecological region the Project is in, either Blackland Parries or Edwards Plateau.

4.04. Declarant agrees to install and use rainwater collection harvesting to meet its landscaping and irrigation needs in common areas where rooftop rainwater harvesting is possible, or other similarly feasible collection systems. Open, non-developed, fields need not be irrigated.

4.05. Declarant agrees to have a structure that can be used, if needed, as a voting / polling location, for local elections. Said locations shall be compliant with all applicable provisions of The American with Disabilities Act, and other Local, State, and Federal requirements for said location to be used for such a purpose.

4.06. Declarant agrees to stock wet ponds, if any, with native marine life, such as fish.

4.07. Declarant agrees to speak with the local Independent School District (the "ISD") and the Emergency Services District (the "ESD") to assess the needs of the ISD and the ESD, such as additional school sites / facilities, that the Project could assist with.

4.08. Declarant agrees to make planning and design efforts to conform with the standards of the Dark Sky Community as laid out by International Dark Sky Community, except with respect to any safety or security lighting.

4.09. Declarant agrees to have adequate means of ingress and egress for public safety and in conjunction with recommendations by the applicable ESD. Declarant may reevaluate and modify the then-existing means of ingress and egress to provide access with neighboring properties.

5. **Public Notice.**

5.01. Public Notice shall be conducted by written notice and published notice at the cost of the Declarant. Notification shall follow the general standards in Chapter 701, Subchapter 9 and additional criteria set forth in Chapter 771, Subchapter 5 of the Development Regulations as the regulations exist as of the Effective Date, unless otherwise modified herein. Proof of Public Notice shall be provided by the Declarant to the County prior to consideration of any Development Agreement by the Commissioners Court.

5.02. *Written Notice.* Declarant and the County agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court, Declarant shall notify affected political subdivision and contiguous property owners through written notice, including (A) a map clearly showing the boundaries and general location of the of the proposed development and major roadways in the vicinity, (B) a general description of the nature of the proposed development, including identification of Declarant and a general description of the nature of the activities being considered by the Development Agreement, (C) any variances or exemptions from Hays County Development Regulations being considered in the Development Agreement, and (D) the date on which the Commissioners Court will consider the Development Agreement.

5.03. *Published Notice.* The County and Declarant agree and recognize that, prior to consideration of this Development Agreement by the Hays County Commissioners Court, notice shall be published in a newspaper of general circulation in the County once a week for two (2) consecutive weeks.

6. **Default**

6.01. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for purpose of this Agreement. The non-defaulting Party may then bring

an action for specific performance against the defaulting Party. To the extent allowed by Texas law, the County waives immunity to suit and liability under this Agreement.

7. **Notices**

7.01. Any notice to be given hereunder by any Party shall be in writing and may be affected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the County shall be addressed to:

Hays County Development Services
Attn: Marcus Pacheco (or successor)
2171 Yarrington Road, Suite 100
Kyle, Texas 78640
Telephone No.: (512) 393-2150
Email: marcus.pacheco@hayscountytx.gov

With a copy to:

Hays County Criminal District Attorney's Office
Attn: Chase Young (or successor)
111 E. San Antonio St, Ste. 202
San Marcos, Texas 78666
Telephone No.: (512) 393-2219
Email: chase.young@hayscountytx.gov

Any notice mailed to Declarant shall be addressed to:

Joe Drake Maxwell, Trustee
1500 Rohde Road
Kyle, Texas 78640
Telephone No.: (512) 924-8563
Email: sumcircuit@aol.com

With a copy to:

John Pleuthner, Attorney at Law
3508 Far West Blvd., Suite 190
Austin, Texas 78731
Telephone No.: (512) 345-1559
Email: john@pleuthnerlaw.com

and a copy to:

Clayton Properties Group, Inc. dba Brohn Homes
Attn: Aaron J. Boenig
6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730
Telephone No.: (512) 320-8833
Email: aaronb@brohnhomes.com

and a copy to:

Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Telephone: (512) 435-2333
Email: kflahive@abaustin.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

8. **Miscellaneous**

8.01. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire Agreement between the Parties hereto, and may not be amended, except in writing signed by all Parties and dated subsequent to the date hereof.

8.02. Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

8.03. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas.

8.04. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

8.05. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronically transmitted signature will also be deemed to constitute an original if properly executed.

8.06. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement

in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

8.07. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.08. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

8.09. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed, as a whole, and according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

8.10. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement. Provided, however, an entity related to one or more of the Parties is entitled to the benefits of, and may rely upon, this Agreement.

8.11. Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing Party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as and if permitted by Texas law.

8.12. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.

8.13. Waiver. Waiver by a Party of any breach of this Agreement, or the failure of a Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

8.14. Pursuant to Chapter 771 of the Hays County Development Regulations, once this Agreement has been approved and executed, Declarant shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of the activities authorized in this Agreement.

8.15. Required Statutory Provisions Addendum. The Required Statutory Provisions Addendum attached as **Exhibit H** is hereby incorporated into this Agreement by reference.

(SIGNATURE PAGES FOLLOW)

This Subdivision Agreement is hereby EXECUTED in multiple originals.

HAYS COUNTY, TEXAS

By:_____ Date:_____
Name:_____
Title:_____

Attest:_____
Elaine Cardenas
Hays County Clerk

(SIGNATURES CONTINUE ON THE NEXT PAGE)

JOE DRAKE MAXWELL, as Trustee of
The Maxwell Settlement Trust, created
under the Settlement Agreement approved
February 9, 2017

Date: 12/05/2025

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT ___

Maxwell Tract
301.952 Acres

LEGAL DESCRIPTION

FIELD NOTES FOR A 301.952 ACRE TRACT OF LAND IN THE JAMES M.W. HALL SURVEY 165, ABSTRACT NO. 227, AND THE I. & G. N. R. R. CO. SURVEY, ABSTRACT NO. 577, HAYS COUNTY, TEXAS; BEING THE REMAINDER OF A CALLED 176.18 ACRE TRACT OF LAND AS CONVEYED UNTO JOE DRAKE MAXWELL, TRUSTEE OF THE MAXWELL SETTLEMENT TRUST IN DOCUMENT NUMBER 17015580 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DESCRIBED IN VOLUME 125, PAGE 549 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS AND THE REMAINDER OF A CALLED 138.52 ACRE TRACT OF LAND LESS AND EXCEPT 13 ACRES AS CONVEYED UNTO JOE DRAKE MAXWELL, TRUSTEE OF THE MAXWELL SETTLEMENT TRUST IN DOCUMENT NUMBER 17015580 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 301.952 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with a cap stamped "TxDOT SURVEY MARKER-RIGHT OF WAY" found on the southwest right-of-way line of Rohde Road (R.O.W. ~ varies), no deed reference found, at the common corner of the remainder of said 138.52 acre tract and a called 13 acre tract of land as conveyed unto John Thomas & Cynthia Potts McCormick in Volume 294, Page 223 of the Official Public Records of Hays County, Texas, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 43°55'21" W, departing said right-of-way line, coincident with the common line of the remainder of the 138.52 acre tract and said 13 acre tract, a distance of 787.45 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

THENCE, S 04°54'25" W, continuing coincident with said common line, a distance of 804.97 feet to a 1/2-inch iron rod found on the northwest line of a called 290.476 acre tract of land as conveyed unto LB Simpson, LLC in Document Number 22056992 of the Official Records of Hays County, Texas, at the common corner of the remainder of the 138.52 acre tract and the 13 acre tract for an angle point of the herein described tract;

THENCE, S 43°32'28" W, coincident with the common line of the remainder of the 138.52 acre tract and said 290.476 acre tract, a distance of 1,860.61 feet to a fence post found for an angle point of the herein described tract;

THENCE, S 43°47'16" W, continuing coincident with said common line, a distance of 850.06 feet to a fence post found for an angle point of the herein described tract;

THENCE, S 43°43'35" W, continuing coincident with said common line, a distance of 1,096.58 feet to a 1/2-inch iron rod with a cap stamped "URBAN DESIGN GROUP" found at the common corner of the remainder of the 138.52 acre tract and a called 134.67 acre tract of land (Tract 6) as conveyed unto Walton Texas, LP in Document Number 80009941 of the Official Public Records of Hays County, Texas, for a southerly corner of the herein described tract;

THENCE, N 48°05'22" W, coincident with the common line of the remainder of the 138.52 acre trat and said 134.67 acre tract, passing at a distance of 953.27 feet the common corner of the 134.67 acre tract and a called 0.03 of one acre tract of land owner by Walton Texas, LP as per the Hays County Appraisal District website, (no deed reference found) and continuing coincident with the common line of the 138.52 acre tract and said called 0.03 of one acre tract, a total distance of 1,223.06 feet to a 1/2-inch iron rod with a cap stamped "URBAN DESIGN GROUP" found on the southeast line of the remainder of the aforementioned 176.18 acre tract at the common corner of the remainder of the 138.52 acre tract and the called 0.03 of one acre tract for a re-entrant corner of the herein described tract;

THENCE, S 43°36'40" W, coincident with the common line of the remainder of said 176.18 acre tract, the called 0.03 of one acre tract, the aforementioned 134.67 acre tract (Tract 6), a called 134.67 acre tract of land (Tract 5), and a called 134.68 acre tract of land (Tract 7) both conveyed unto Walton Texas, LP in said Document Number 80009941, a total distance of 3,511.64 feet to a 1/2-inch pipe in concrete found for an angle point of the herein described tract;

THENCE, S 41°59'48" W, coincident with the common line of the remainder of the 176.18 acre tract and said 134.68 acre tract, a distance of 37.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the remainder of the 176.18 acre tract and a called 399.75 acre tract of land (Tract 4) as conveyed unto Walton Texas, LP in said Document Number 80009941, for the south corner of the herein described tract;

THENCE, in a northwesterly direction, coincident with the common line of the remainder of the 176.18 acre tract and said 399.75 acre tract the following five (5) courses:

1) N 45°14'06" W, a distance of 350.24 feet to a 1/2-inch iron rod with a cap stamped "URBAN DESIGN GROUP" found for a corner of the herein described tract;

2) N 43°34'13" E, a distance of 67.79 feet to a 1/2-inch iron rod with a cap stamped "URBAN DESIGN GROUP" found for a re-entrant corner of the herein described tract;

3) N 41°06'54" W, a distance of 105.36 feet to a 1/2-inch iron rod with a cap stamped "URBAN DESIGN GROUP" found for a corner of the herein described tract;

4) N 43°54'28" W, a distance of 378.26 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract; and

5) N 40°49'56" E, a distance of 15.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 399.75 acre tract and a called 109.5 acre tract of land as conveyed unto Franklin Crawford in Volume 2625, Page 246 of the Official Public Records of Hays County, Texas, for an angle point of the remainder of the 176.18 acre tract and the herein described tract;

THENCE, N 43°31'14" E, coincident with the common line of the remainder of the 176.18 acre tract, said 109.5 acre tract, a called 5.49 acre tract of land as conveyed unto Franklin Crawford in Volume 3015, Page 644 of the Official Public Records of Hays County, Texas, and Coronado Hills Section Two as recorded in Volume 13, Page 236 of the Plat Records of Hays County, Texas, a distance of 2,453.70 feet to a 1/2-inch iron rod found at the common corner of said Coranado Hills Section Two and a called 30' proposed roadway recorded in Volume 131, Page 349 of the Deed Records of Hays County, Texas, as mentioned in Document Number 11020198 of the Official Public Records of Hays County, Texas, for an angle point of the remainder of the 176.18 acre tract and the herein described tract;

THENCE, N 43°36'01" E, coincident with the common line of the remainder of the 176.18 acre tract, said proposed roadway and a called 39.19 acre tract of land as conveyed unto Rosales Everardo in Document Number 11020198 of the Official Public Records of Hays County, Texas, a distance of 730.84 feet to a 1/2-inch iron rod with a cap stamped "BYRN" found at the common corner of said 39.19 acre tract and Our Place Subdivision Section 2, Phase 2 as recorded in Document Number 21050209 of the Plat Records of Hays County, Texas, for an angle point of the remainder of the 176.18 acre tract and the herein described tract;

THENCE, N 43°44'33" E, coincident with the common line of the remainder of the 176.18 acre tract and said Our Place Subdivision Section 2, Phase 2, a distance of 757.70 feet to a 1/2-inch iron rod found at the common corner of said Section 2, Phase 2 and a called 10.86 acre tract of land as conveyed unto Maria Guadalupe Estrada De Posada & Miguel Angel Posada in Document Number 13017766 of the Official Public Records of Hays County, Texas, for an angle point of the remainder of the 176.18 acre tract and the herein described tract;

THENCE, N 43°31'07" E, coincident with the common line of the remainder of the 176.18 acre tract, said 10.86 acre tract, a called 10.86 acre tract of land as conveyed unto Benigno Lerma Gutierrez & Maria Del Rosario Alfaro Martinez in Document Number 13021171 of the Official Public Records of Hays County, Texas, a called 10.86 acre tract of land as conveyed unto Rosalio Balderas Moreno & Evangelina Garcia Diaz in Document Number 13017764 of the Official Public Records of Hays County, Texas, and a called 10.86 acre tract of land as conveyed unto Maria Guadalupe Estrada De Posada & Miguel Angel Posada in Document Number 13017766, of the Official Public Records of Hays County, Texas, a distance of 755.84 feet to a 1/2-inch iron rod found at the common corner of said Posada 10.86 acre tract and a called 10.85 acre tract of land as conveyed unto Juventino Posada in Document Number 80025375 of the Official Public Records of Hays County, Texas, for an angle point of the remainder of the 176.18 acre tract and the herein described tract;

THENCE, N 43°37'18" E, coincident with the common line of the remainder of the 176.18 acre tract, said 10.85 acre tract, a called 10.85 acre tract of land as conveyed unto Juventino & Maria Posada in Document Number 10013122 of the Official Public Records of Hays County, Texas, and two (2) 5.424 acre tracts of land owned by Juve Posada as shown on the Hays County Appraisal District website, (no records information found), a distance of 566.34 feet to a 1/2-inch iron rod found at the common corner of the northeast Juve Posada tract and a called 10.85 acre tract of land as conveyed unto Martin Vazquez Costa & Ramona Gutierrez in Document Number 20044481 of the Records of Hays County, Texas, for an angle point of the remainder of the 176.18 acre tract and the herein described tract;

THENCE, N 43°29'01" E, coincident with the common line of the remainder of the 176.18 acre tract, said 10.85 acre tract, a called 8.859 acre tract of land owned by Yuli Posada as shown on the Hays County Appraisal District website (no deed reference found), a called 10.85 acre tract of land as conveyed unto Leonor Jaramillo Jaramillo in Document Number 14006121 of the Official Public Records of Hays County, Texas, a called 10.85 acre tract of land as conveyed unto Geovani Jaramillo Jaramillo in Document Number 20056335 of the Records of Hays County, Texas, and a called 10.85 acre tract of land as conveyed unto Ana Yuliana Posada in Document Number 14006129 of the Official Public Records of Hays County, Texas, a distance of 943.63 feet to a 1/2-inch iron rod found at the common corner of said 10.85 acre tract and the remainder of a called 150.58 acre tract of land (Tract 5) as conveyed unto Studio Estates, LLC in Document Number 14032921 of the Official Public Records of Hays County, Texas, for an angle point of the remainder of the 176.18 acre tract and the herein described tract;

THENCE, N 43°38'40" E, coincident with the common line of the remainder of the 176.18 acre tract and the remainder of said 150.58 acre tract, a distance of 2,429.57 feet to a 5/8-inch iron rod with a cap stamped "TxDOT SURVEY MARKER-RIGHT OF WAY" found on the aforementioned southwest right-of-way line of Rohde Road at the common corner of the remainder of the 176.18 acre tract and the remainder of the 150.58 acre tract for the most northerly corner of the herein described tract;

THENCE, S 48°42'11" E, coincident with the common line of the remainder of the 176.18 are tract and said right-of-way, passing at a distance of a distance of 1,130.88 feet to a 5/8-inch iron rod with a cap stamped "TxDOT SURVEY MARKER-RIGHT OF WAY" found at the common corner of the remainder of the 176.18 acre tract and the remainder of the aforementioned 138.52 acre tract and continuing coincident with the common line of the remainder of said 138.52 acre tract and said right-of-way a total distance of 1,154.13 feet to a 5/8-inch iron rod with a cap stamped "TxDOT SURVEY MARKER-RIGHT OF WAY" found for a point of curvature of the herein described tract;

THENCE, curving to the right, continuing coincident with said common line, with a radius of 9,330.00 feet, an arc length of 360.69 feet, a central angle of 02°12'54", a chord bearing of S 47°35'44" E, and a chord distance of 360.67 feet to a 5/8-inch iron rod with a cap stamped "TxDOT SURVEY MARKER-RIGHT OF WAY" found for a point of tangency of the herein described tract;

THENCE, S 46°29'17" E, continuing coincident with said common line, a distance of 49.05 feet to the **POINT OF BEGINNING** and containing 301.952 acres of land, more or less. of land.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, South Central Zone, NAD 83. There is a plat of survey with like job number and date.

3/21/2024
Date

Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

Date: March 8, 2024
Job No: 12801-00

G:\EXCPROJECTS\BROHN_HOMES\12801-00-MAXWELL_TRACTSV04_FINALS\MB\12801-00 MAXWELL 301.952AC MB.DOCX

EXHIBIT B

CONCEPT PLAN

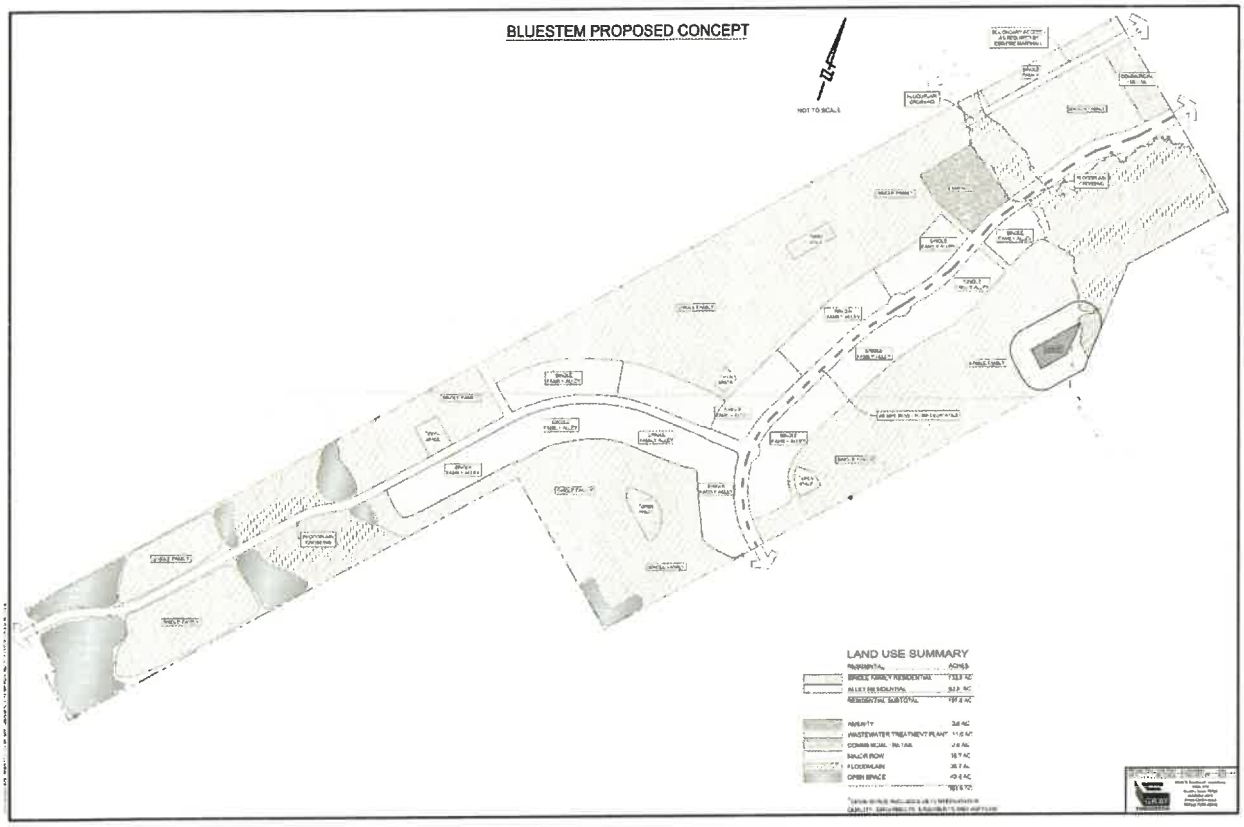


EXHIBIT C
PHASING PLAN

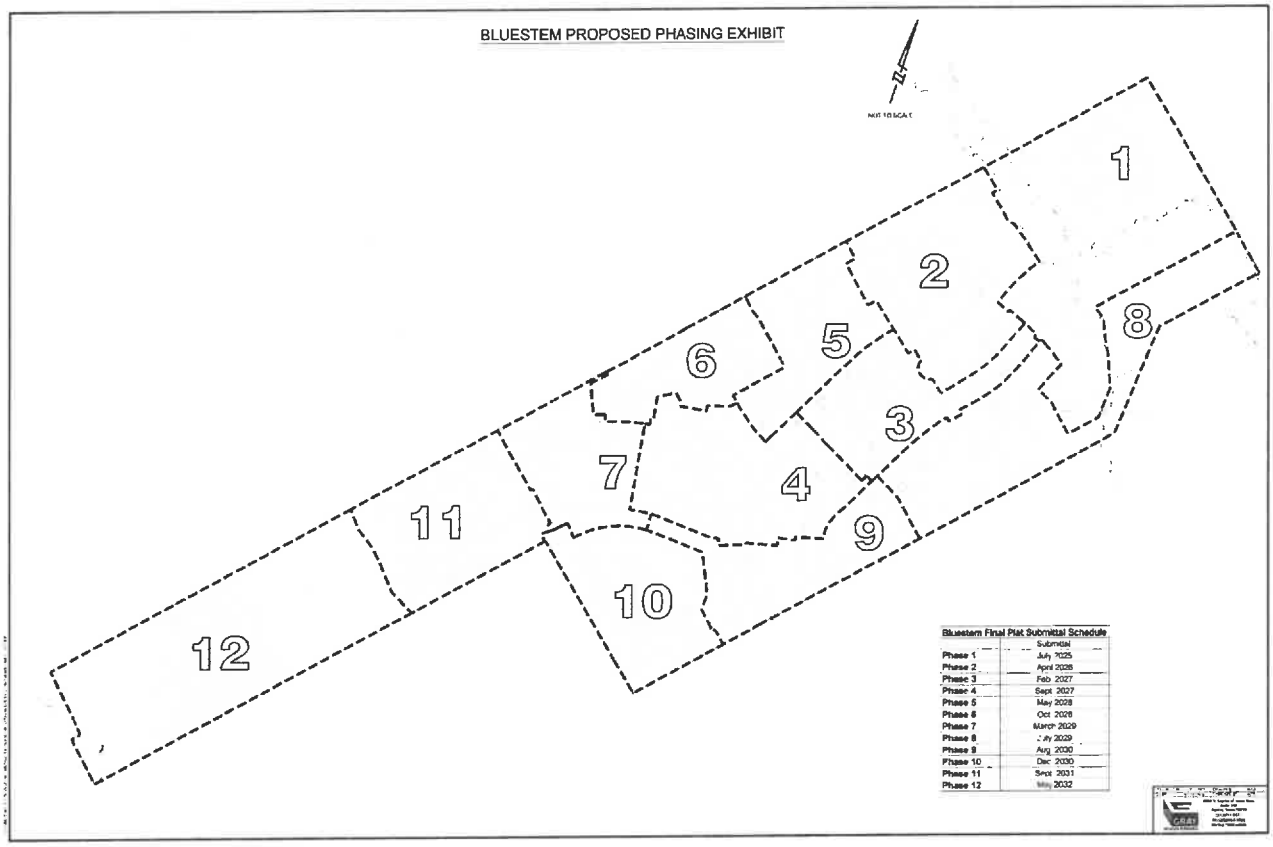


EXHIBIT D
ROADWAY REQUIREMENTS & CLASSIFICATION STANDARDS

Roadway Design Requirements & Classification Variance(s)				
	Hays County Standard		Project Standard	
Functional Classification	Urbanized Local Roadway	Minor Collector	Urbanized Local Roadway	Minor Collector
AASHTO Classification	Special Purpose	Rural Collector	Special Purpose	Rural Collector
Average Daily Traffic (ADT – One-way trips)	<1,000	1,001 – 2,500	<1,000	1,001-2,500
Design Speed (MPH)	25 MPH	35 MPH	25 MPH	35 MPH
No. of Travel Lanes	2	2	2	2
Turn Lanes	No	Approved by County Engineer on case-by-case basis	No	Approved by County Engineer on case-by-case basis
Min. ROW Width (ft)	40	60	50	60
Front Building Setback (ft) – Front Load Single Family	25	25	15	20
Front Building Setback (ft) – Front Load No Attached Garage[8]	25	25	10	10
Front Building Setback (ft) – Rear Load Single Family[8]	25	25	10	10

Roadway Design Requirements & Classification Variance(s)				
	Hays County Standard		Project Standard	
Functional Classification	Urbanized Local Roadway	Minor Collector	Urbanized Local Roadway	Minor Collector
Building Setback (ft) – Rear	-	-	10	10
Width of Travelway (ft	18	22	32	32
Width of Shoulders (ft)	2	5	NA	NA
Min. Centerline Radius (ft)	200	375	200	375
Min. Tangent Length Between Reverse or Compound Curves (ft)	50	150	50	150
Min. Radius for Edge of Pavement at Intersection (ft)	25	25	25	25
Intersection Street Angle Range (degrees)	80 – 100	80 – 100	80 – 100	80 – 100
Max. Grade (%)	10	10	10	10
Min. Street Centerline Offset at Adjacent Intersections (ft)	110	125	110	125
Min. Stopping Sight Distance (ft)	175	250	175	250
Min. Intersection Sight Distance (ft)	250	350	250	350
Ditch Foreslope Grade	4:01	5:01	-	-
Ditch Backslope Grade	3:01	4:01	-	-
Min. Cul-de-sac ROW/Pavement Radius (ft)	70/45	70/45	57/48	-
Min. "T" End ROW/Pavement Length (ft)	80/65	NA	80/65	NA
Min. "T" End ROW/Pavement Width & Radius (ft)	40/20	NA	40/20	NA
Min. Lot Frontage (ft)	30	100	30	25[10]

Min. Drive Spacing (ft)	50	75	22	22[10]

Notes:

1. Front loaded single family refers to those lot which will take driveway access from the public ROW

2. Rear loaded single family refers to lot that will share frontage along a public right of way but will take driveway access from a private alleyway located within a public access easement.

3. No attached garage lots mean the housing product built on that lot will not have a garage.

4. Local streets with 28' travelway width shall only allow parking on one side of the street and the opposite side of the street shall be signed "No Parking". Local streets with 32' travelway width shall allow parking on both sides of the street.

5. All residential driveways shall be constructed a minimum of 5' from edge of property line.

6. All commercial driveways shall be constructed a minimum of 15' from edge of property line.

7. ADT shall be based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation manual rates of trips per unit for weekday trips for single family use. ADT calculations for commercial or other lots shall be approved by the Department on a case-by-case basis.

8. Building Setbacks – Minimum building setback, in feet, applicable to each side of the adjacent right-of-way. If proposed setbacks result in the inability to meet stopping sight distances at intersections, the respective Final Plat shall either adjust the setback accordingly or a stopping sight easement shall be granted.

9. "T" End Designs must conform to minimum AASHTO Standards – AASHTO – American Associate of State Highway and Transportation Officials

10. The majority of lots which have frontage along a minor collector, proposed with the project, will take access from rear alleys. There are a total of 48 lots (entirely within Phases 10/11) which propose residential driveway connections to a minor collector.

Roadway Design Requirements & Classification Variance(s)				
	Hays County Standard		Project Standard	
Functional Classification	Major Collector	Minor Arterial	Major Collector	Minor Arterial
AASHTO Classification	Rural Collector	Rural Arterial	Rural Collector	Rural Arterial
Average Daily Traffic (ADT – One-way trips)	2,501 – 5,000	5,001 – 15,000	2,501 – 5,000	5,001 – 15,000
Design Speed (MPH)	45 MPH	55 MPH	45 MPH	45 MPH
No. of Travel Lanes	2	4	2	With Divided Boulevard - 2 Without Divided Boulevard - 4
Turn Lanes	Approved by County Engineer on case-by-case basis	Approved by County Engineer on case-by-case basis	Approved by County Engineer on case-by-case basis	Approved by County Engineer on case-by-case basis
Min. ROW Width (ft)	80	100	80	100
Front Building Setback (ft) – Front Load Single Family	50	50	NA	NA
Front Building Setback (ft) – Front Load No Attached Garage	50	50	NA	NA
Rear Building Setback (ft) – Rear Load Single Family[7]	-	-	10	10
Rear Building Setback (ft) – Rear Load[7]	-	-	10	10
Width of Pavement (ft), Face of Curb to Face of Curb	24	48	36	48
Width of Shoulders (ft)	6	8	NA	NA

Roadway Design Requirements & Classification Variance(s)				
	Hays County Standard		Project Standard	
Functional Classification	Major Collector	Minor Arterial	Major Collector	Minor Arterial
Min. Centerline Radius (ft)	675	975	675	675[9]
Min. Tangent Length Between Reverse or Compound Curves (ft)	300	500	150	300[9]
Min. Radius for Edge of Pavement at Intersection (ft)	25	25	25	25
Intersection Street Angle Range (degrees)	80 – 100	80 – 100	80 – 100	80 – 100
Max. Grade (%)	9	8	9	8
Min. Street Centerline Offset at Adjacent Intersections (ft)	125	125	125	125
Min. Stopping Sight Distance (ft)	350	550	350	550
Min. Intersection Sight Distance (ft)	450	550	450	450
Ditch Foreslope Grade	5:01	6:01	NA	NA
Ditch Backslope Grade	4:01	4:01	NA	NA
Min. Cul-de-sac ROW/Pavement Radius (ft)	NA	NA	NA	NA
Min. "T" End ROW/Pavement Length (ft)	NA	NA	NA	NA
Min. "T" End ROW/Pavement Width & Radius (ft)	NA	NA	NA	NA
Min. Lot Frontage (ft)	150	150	35[11]	35[11]

Min. Drive Spacing (ft) centerline to centerline	120	120	120	120

Notes:

1. Front loaded single family refers to those lots which will take driveway access from the public ROW

2. Rear loaded single family refers to lots that will share frontage along a public right of way but will take driveway access from a private alleyway located within a public access easement.

3. No attached garage lots mean the housing product built on that lot will not have a garage and will take driveway access from the public right of way.

4. Local streets with 32' travel way width shall allow parking on both sides of the street.

5. All residential driveways shall be constructed a minimum of 5' from edge of property line.

6. All commercial driveways shall be constructed a minimum of 15' from edge of property line.

7. Building Setbacks – Minimum building setback, in feet, applicable to each side of the roadway. If proposed setbacks result in the inability to meet stopping sight distances at intersections, the respective Final Plat shall either adjust the setback accordingly or a stopping sight easement shall be granted.

8. ADT shall be based on the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation manual rates of trips per unit for weekday trips for single family use. ADT calculations for commercial or other lots shall be approved by the Department on a case-by-case basis.

9. The arterial boulevard entry at the intersection of Rohde Rd (within Phase 1) proposes multiple curves in which the tangent length and horizontal radii do not meet county standards and is intended to be a low speed meandering neighborhood entrance drive through Phase 1. Upon termination of the median at the boundary of Phase 1, the remainder of the minor arterial section conforms with the design standard as approved.

10. "T" End Designs must conform to minimum AASHTO Standards – AASHTO – American Associate of State Highway and Transportation Officials

11. Minimum lot frontage for Major Collector and Minor Arterial refers to the minimum lot width of single family lots which share a common boundary with those public rights-of-way. Residential driveway access will not be granted to Major Collectors and Minor Arterials. Notes to this effect will be required on all applicable Final Plats.

EXHIBIT E
ROAD CLASSIFICATIONS & DESIGN & SIGHT DISTANCE

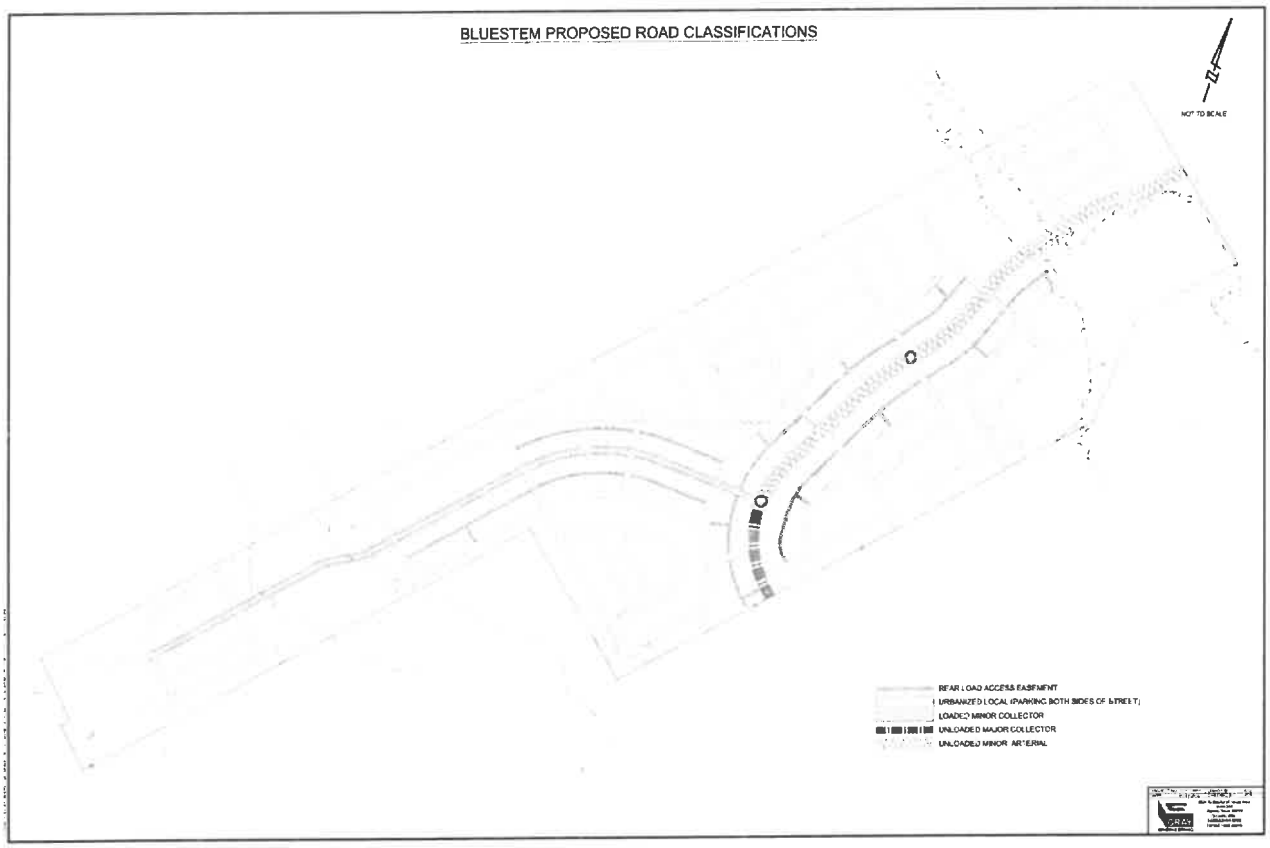
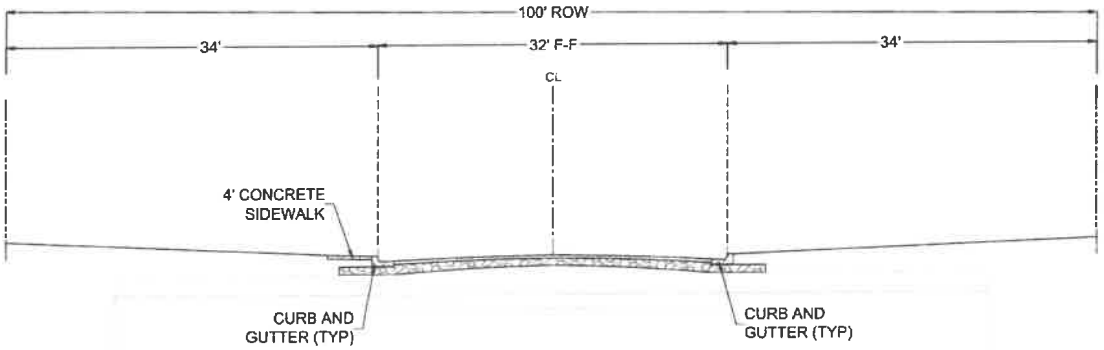


EXHIBIT E-1



FLOODPLAIN CROSSINGS SECTION

NTS

DESIGN SPEED 45 MPH

NOTE:
FLOODPLAIN CROSSING STRUCTURE TO BE DESIGNED WITH MINIMUM LOAD BEARING CAPACITY OF 75,000 LBS.

PROJECT NO. 1620-11861	DRAWN BY: KAS
DATE [illegible]	CHECKED BY [illegible]

GRAY ENGINEERING
8834 N. Capital of Texas Hwy
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

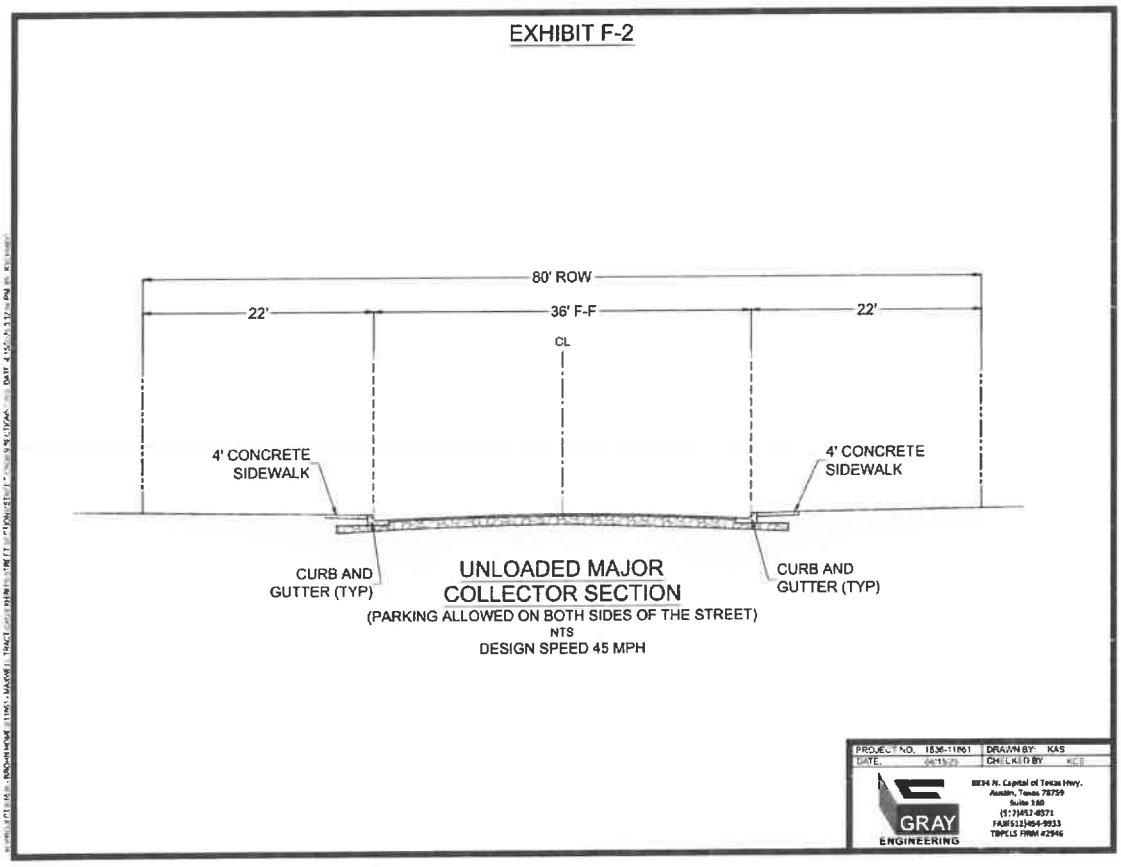
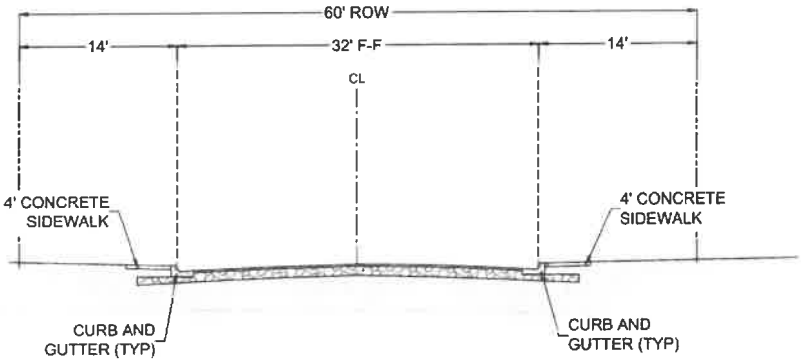


EXHIBIT F-2
80' ROW
22'
36' F-F
22'
CL
4' CONCRETE SIDEWALK
4' CONCRETE SIDEWALK
CURB AND GUTTER (TYP)
CURB AND GUTTER (TYP)
UNLOADED MAJOR COLLECTOR SECTION
(PARKING ALLOWED ON BOTH SIDES OF THE STREET)
NTS
DESIGN SPEED 45 MPH
GRAY ENGINEERING

EXHIBIT F-3



MINOR COLLECTOR SECTION

(PARKING ALLOWED ON BOTH SIDES OF THE STREET)

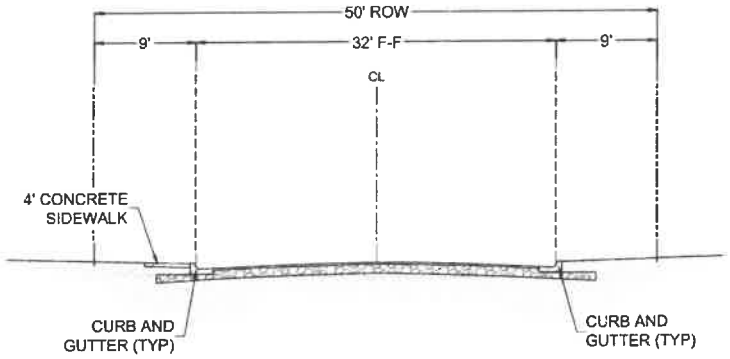
NTS

DESIGN SPEED 35 MPH

PROJECT NO. 1636-11861	DRAWN BY: KAS
DATE 04/15/25	CHECKED BY KGE

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

EXHIBIT F-4



URBANIZED LOCAL ROADWAY SECTION
(PARKING ALLOWED ON BOTH SIDES OF THE STREET)
NTS
DESIGN SPEED 25 MPH

PROJECT NO.	1636-11757	DRAWN BY:	KAS
DATE	04/15/25	CHECKED BY	KCB

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-8371
FAX(512)454-9933
TBPELS FIRM #2946

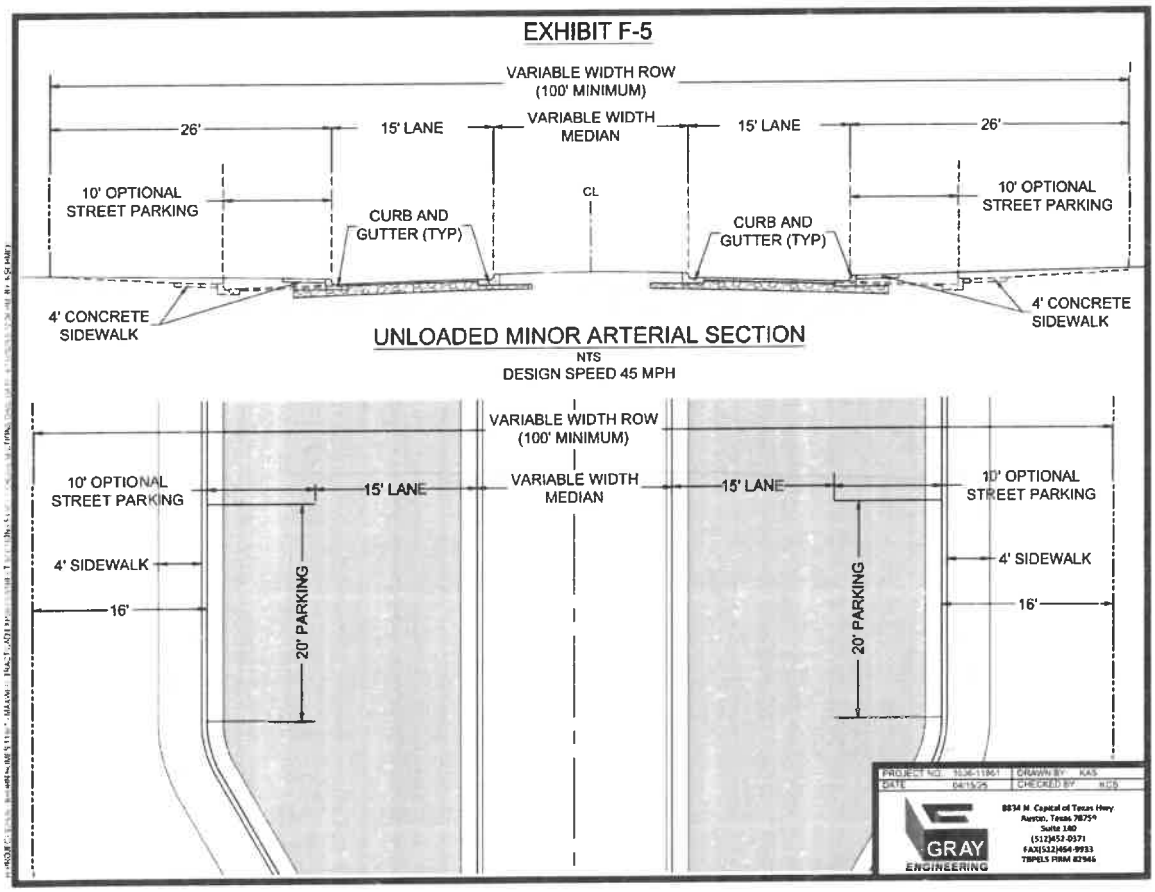
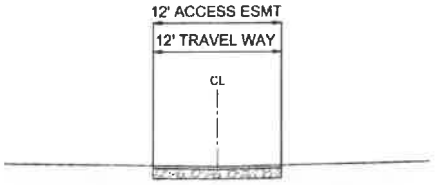
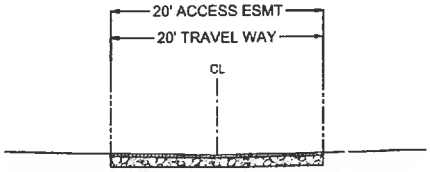


EXHIBIT F-5
VARIABLE WIDTH ROW
(100' MINIMUM)
26'
15' LANE
VARIABLE WIDTH
MEDIAN
15' LANE
26'
10' OPTIONAL
STREET PARKING
CL
10' OPTIONAL
STREET PARKING
CURB AND
GUTTER (TYP)
CURB AND
GUTTER (TYP)
4' CONCRETE
SIDEWALK
4' CONCRETE
SIDEWALK
UNLOADED MINOR ARTERIAL SECTION
NTS
DESIGN SPEED 45 MPH
VARIABLE WIDTH ROW
(100' MINIMUM)
10' OPTIONAL
STREET PARKING
15' LANE
VARIABLE WIDTH
MEDIAN
15' LANE
10' OPTIONAL
STREET PARKING
4' SIDEWALK
16'
20' PARKING
20' PARKING
4' SIDEWALK
16'
GRAY
ENGINEERING

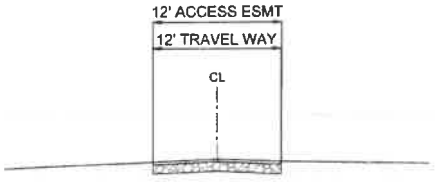
EXHIBIT E-6



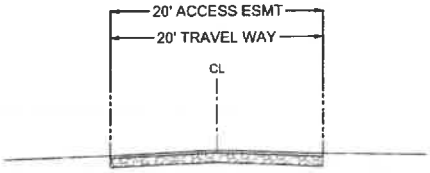
ONE-WAY V-SHAPED ALLEY SECTION
NTS
DESIGN SPEED 10 MPH



TWO-WAY V-SHAPED ALLEY SECTION
NTS
DESIGN SPEED 10 MPH



ONE-WAY CROWNED ALLEY SECTION
NTS
DESIGN SPEED 10 MPH



TWO-WAY CROWNED ALLEY SECTION
NTS
DESIGN SPEED 10 MPH

PROJECT NO: 1636-11.17 | DRAWN BY: KAS
DATE: 04/17/25 | CHECKED BY: KCS

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

EXHIBIT H

REQUIRED STATUTORY PROVISIONS ADDENDUM

This Required Statutory Provisions Addendum (this "*Addendum*") is attached to and incorporated into that certain Subdivision Agreement (the "*Agreement*") entered into by and between HAYS COUNTY, TEXAS (the "*County*"), and JOE DRAKE MAXWELL, TRUSTEE OF THE MAXWELL SETTLEMENT TRUST CREATED UNDER THE SETTLEMENT AGREEMENT APPROVED FEBRUARY 9, 2017 ("*Declarant*"), dated effective _____ _____, 2025. For purposes of this Addendum, Declarant is referred to herein as "*Contractor*" and the County is referred to herein as the "*Governmental Entity*". If there is any conflict between the terms of the attached Agreement and this Addendum, the terms of this Addendum will control.

1. **Interested Parties**. Contractor acknowledges that Texas Government Code Section 2252.908 (as amended, "*Section 2252.908*") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the Governmental Entity. Contractor confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("*TEC*"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the Governmental Entity at the same time Contractor executes and submits the Agreement to the Governmental Entity. Form 1295s are available on the TEC's website at https://www.ethics.state.tx.us/filinginfo/1295/. The Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by the Governmental Entity is expressly made contingent upon Contractor's compliance with these requirements. The signed Form 1295 may be submitted to the Governmental Entity in an electronic format.

2. **Conflicts of Interest**. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, "*Chapter 176*") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the Governmental Entity. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting the Agreement to the Governmental Entity or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Subchapter F, Chapter 2252, Texas Government Code, Relating to Contracts with Sanctioned Companies**. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, are companies identified on a list prepared and maintained by the Comptroller under Sections 2252.153 or 2270.0201 of the Texas Government Code, as amended. The foregoing representation is made solely to comply with Subchapter F and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign

terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

4. **Verification Under Chapter 2271, Texas Government Code, Relating to Contracts with Companies that Boycott Israel**. If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), Contractor represents and warrants that, at the time of execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2271. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries**. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Contractor represents and warrants that, at the time of execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity," "firearm entity," and "firearm trade association" have the meanings ascribed to them in Section 2274.001 of the Texas Government Code, as amended.

6. **Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies**. If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), Contractor represents and warrants that, at the time of execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Marcus Pacheco, Director of Development Services

Sponsor: Commissioner Hammer

Agenda Item

PLN-2713-NP; Ratify approval of the Longhorn Trail Estates Final Plat. **HAMMER/PACHECO**

Summary

Longhorn Trail Estates Final Plat is a proposed final plat consisting of three (3) lots across 15.571 acres. The subject property is located along Longhorn Trail in Wimberley and falls within Precinct 3. Water utility is to be provided by individual water wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter
Administrative Approval Letter
Plat
Location Map

Hays County Commissioners Court Agenda Request

Meeting Date: December 16th, 2025
Requested By: Marcial Aguilar, County Planner
Prepared By: Marcial Aguilar, County Planner
Department Director: Marcus Pacheco
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3.

AGENDA ITEM LANGUAGE:

PLN-2713-NP; Ratify approval for the Longhorn Trail Estates Final Plat.

BACKGROUND/SUMMARY OF REQUEST:

A. Longhorn Trail Estates Final Plat is a proposed final plat consisting of three (3) lots across 15.571 acres.
B. The subject property is located along Longhorn Trail in Wimberley and falls within Precinct 3.
C. Water utility is to be provided by individual water wells. Wastewater treatment will be accomplished by individual on site sewage facilities.

STAFF COMMENTS:

Staff have completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances. The action remaining is to ratify approval of the proposed subdivision plat in the court minutes.

ATTACHMENTS/EXHIBITS:

Hays County Approval Letter

Plat

Location Map

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

Application Approved

Owner Information:
1825 Longhorn LLC (Mario Barrett)
5016 Placid Place, Austin TX 78731
mario.barrett07@gmail.com

Date: 11/24/2025
Project ID: PLN-2713-NP
Project Name: Longhorn Trail Estates Final Plat
Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

9-1-1 Street Name Review

1. 911 Technical street name review approved 9/24/2025 and 11/17/2025

Digital Data Review

1. 10/09/2025
-The digital data is denied based on the criteria outlined in the Hays County Digital Data Submission Standards. The most up-to-date Hays County Digital Data Submission Standards can be found here: https://hays-county-haysgis.hub.arcgis.com/pages/development-services

11/24/2025 - Comments addressed. The digital data technical review is approved.

2. -Per Section 3.1 of the Hays County Digital Data Submission Standards, add northing/easting coordinate annotation for at least two widely separated corners of the subdivision. Ensure that these annotations are MTEXT objects and are not grouped with each other, other text, or any lines.

11/24/2025 - Comments addressed. The digital data technical review is approved.

3. -Per Section 2.1 of the Hays County Digital Data Submission Standards, the overall subdivision boundary shall be represented by a closed polygon feature with a related layer name. For example, "BOUNDARY" or "PROP-BNDY". The current layer "V-BOUNDARY-SPR" contains 2 polygons. Please remove the incorrect polygon.

11/24/2025 - Comments addressed. The digital data technical review is approved.

Floodplain Review

1. Under General Note #1. This note must be changed to state: THIS PROPERTY IS LOCATED WITHIN FEMA ZONE X AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0225G EFFECTIVE JANUARY 17, 2025.
11/18/2025 Item addressed and corrected.

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

2. Per Hays County Development Regulations, additional documents are required that indicate the plat will be in compliance with 725.3.02. The storm water rate of runoff for post-development conditions cannot exceed the rate of runoff under pre-development conditions.
11/18/2025 A drainage report has been provided.

3. Tech review complete

On-Site Sewage Facility (OSSF) Review

1. The document that was named Suitability Letter must be reuploaded and correctly named as Facility Planning Report. This is consistent with 30 TAC 285.4. A suitability letter is a different type of document, that is only generated by the county.
11/18/2025 Document label corrected.

2. Under General Note #9. This note must be changed to state: WASTEWATER SOURCE: INDIVIDUAL ON-SITE SEWAGE FACILITIES
11/18/2025 Note updated.

3. The following plat note is required: ALL OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
11/18/2025 Note added.

4. ***Per Hays County Development Regulations Chapter 744 § 4.02***
A complete Facility Planning report is required with the proposal of OSSF.
1) The Facility Planning Report does not indicate the location of the well on Lot 2. All wells must be shown on the site plan.
2) Per permit #2002-3595, an OSSF was installed on proposed lot 4 in 2004. Indicate the location of this septic or provide the pump-out and collapse of tank paperwork.
11/18/2025 Updated and corrected.

5. Tech review complete

Planning Review

1. All comments cleared as of 11/24/2025.

Transportation Review

1. Per Hays County Development Regulations Chapter 705 § 8.03 (G)
All culverts, when required, shall comply with the current Hays County standard.
10/6/25: This is a Plat note.
11/24/25: Comment addressed and approved.

2. Per Hays County Development Regulations Chapter 721 § 5.05
Driveways will be permitted and constructed to the designs and standards at the time of the permit request. Driveway spacing will comply with Section 721 of the Hays County Development Regulations and Permits will be granted under the provisions of Chapter 751.
10/6/25: This is a Plat note.
11/24/25: Comment addressed and approved.

3. Per Hays County Development Regulations Chapter 751 § 7.03 (B)
All mailboxes located in the right of way shall be of an approved TxDOT or FHWA approved Design
10/6/25: This is a Plat note.
11/24/25: Comment addressed and approved.

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Marcial Aguilar

Planning Division

Hays County Development Services

FINAL PLAT
LONGHORN TRAIL ESTATES

BEING A 15.571 ACRE TRACT OF LAND SITUATED IN THE M.V. PRUITT SURVEY, ABSTRACT NO. 379, THE S.B. WOOD SURVEY, ABSTRACT NO. 741, AND THE J.F. OSBORN SURVEY, ABSTRACT NO. 728 HAYS COUNTY, TEXAS AND BEING ALL OF A CALLED 15.571 ACRE TRACT OF LAND RECORDED IN DOC. NO. 25008430, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

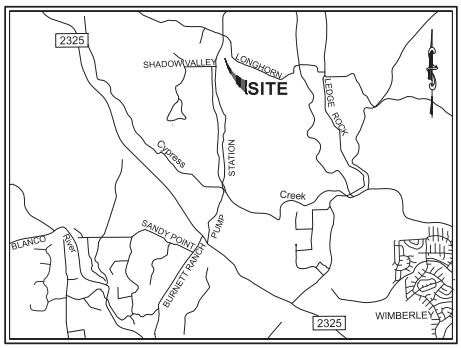
GENERAL NOTES:

1. THIS PROPERTY IS LOCATED WITHIN FEMA ZONE X AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0225G EFFECTIVE JANUARY 17, 2025.
2. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE HAYS COUNTY RULES FOR IN-SITE SEWAGE FACILITIES
3. THIS PROPERTY IS NOT LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF ANY CITY OR MUNICIPALITY.
4. THIS SUBDIVISION IS WITHIN THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
5. THIS PROPERTY IS LOCATED WITHIN THE HAYS COUNTY E.S.D. (EMERGENCY SERVICE DISTRICT) 4 & 7.
6. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, AS ADOPTED BY HAYS COUNTY
7. BEARINGS ARE BASED ON PROPERTY CORNERS FOUND AND ROTATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD 1983, GEOID 18. DISTANCES ARE IN U.S. SURVEY FEET (SURFACE USING TXDOT HAYS COUNTY SCALE FACTOR OF 1.00013).
8. WATER SOURCE: INDIVIDUAL PRIVATE WATER WELLS AND/OR RAINWATER COLLECTION SYSTEM
9. WASTEWATER SOURCE: INDIVIDUAL ON-SITE SEWAGE FACILITIES
10. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER SOURCE.
11. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.
12. DRIVEWAYS FOR THESE LOTS ARE PERMITTED THROUGH HAYS COUNTY.
13. FUTURE DEVELOPMENT SHALL BE LIMITED TO ONE-SINGLE FAMILY RESIDENCE PER LOT, AND NO TCEQ REGULATED DEVELOPMENT SHALL BE ALLOWED.
14. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
15. THIS SUBDIVISIONS ELECTRIC UTILITY IS SERVICED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
16. THIS PROPERTY LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
17. ALL OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
18. THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER REGULATIONS FOUND IN TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE, CHAPTER 213. THIS PROPERTY FALLS ENTIRELY WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
19. PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705 § 8.03 (G) ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
20. PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 721 § 5.05 DRIVEWAYS WILL BE PERMITTED AND CONSTRUCTED TO THE DESIGNS AND STANDARDS AT THE TIME OF THE PERMIT REQUEST. DRIVEWAY SPACING WILL COMPLY WITH SECTION 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND PERMITS WILL BE GRANTED UNDER THE PROVISIONS OF CHAPTER 751.
21. PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 751 § 7.03 (B) ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE OF AN APPROVED TXDOT OR FHWA APPROVED DESIGN

LOT SIZE CATEGORIES
TOTAL NUMBER OF LOTS = 4
AVERAGE LOT SIZE = 3.703 ACRES
0 LOTS LARGER THAN 10.0 ACRES
0 LOTS LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
4 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE
R.O.W. DEDICATION OF 0.760 ACRES

UTILITIES
ELECTRIC - PEDERNALES ELECTRIC COOP.
WATER - INDIVIDUAL PRIVATE WATER WELLS AND/OR RAINWATER COLLECTION SYSTEM
SEWER - INDIVIDUAL ON-SITE SEWAGE FACILITIES

OWNER/DEVELOPER
1825 Longhorn LLC, a Texas limited liability company.
5016 Placid Place
Austin, Texas, 78731
Travis County



VICINITY MAP
(Not to Scale)

ELECTRIC - PEDERNALES ELECTRIC COOP.

1. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, AND REAR LOT LINES.
2. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.
3. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.
4. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
5. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
6. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

_____
MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

_____
ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND CONVEYED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF THE CONSTRUCTION OF ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS , PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20____.

_____	_____
RUBEN BECERRA	ELAINE H. CARDENAS
COUNTY JUDGE	COUNTY CLERK
HAYS COUNTY, TEXAS	HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HERBY DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THERON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

_____
PROPERTY OWNER/AGENT: **1825 Longhorn LLC, a Texas limited liability company**
BY: Mario Barrett
TITLE: Managing Member
5016 Placid Place
Austin, Texas, 78731
Travis County

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 20____, AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20____.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED **MARIO BARRETT** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2025.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NAME

STATE OF TEXAS §
COUNTY OF COMAL §

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
SETH REICHENAU DATE
TEXAS R.P.L.S. NO. 6735

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____ A.D., 2025

_____
NOTARY PUBLIC, STATE OF TEXAS

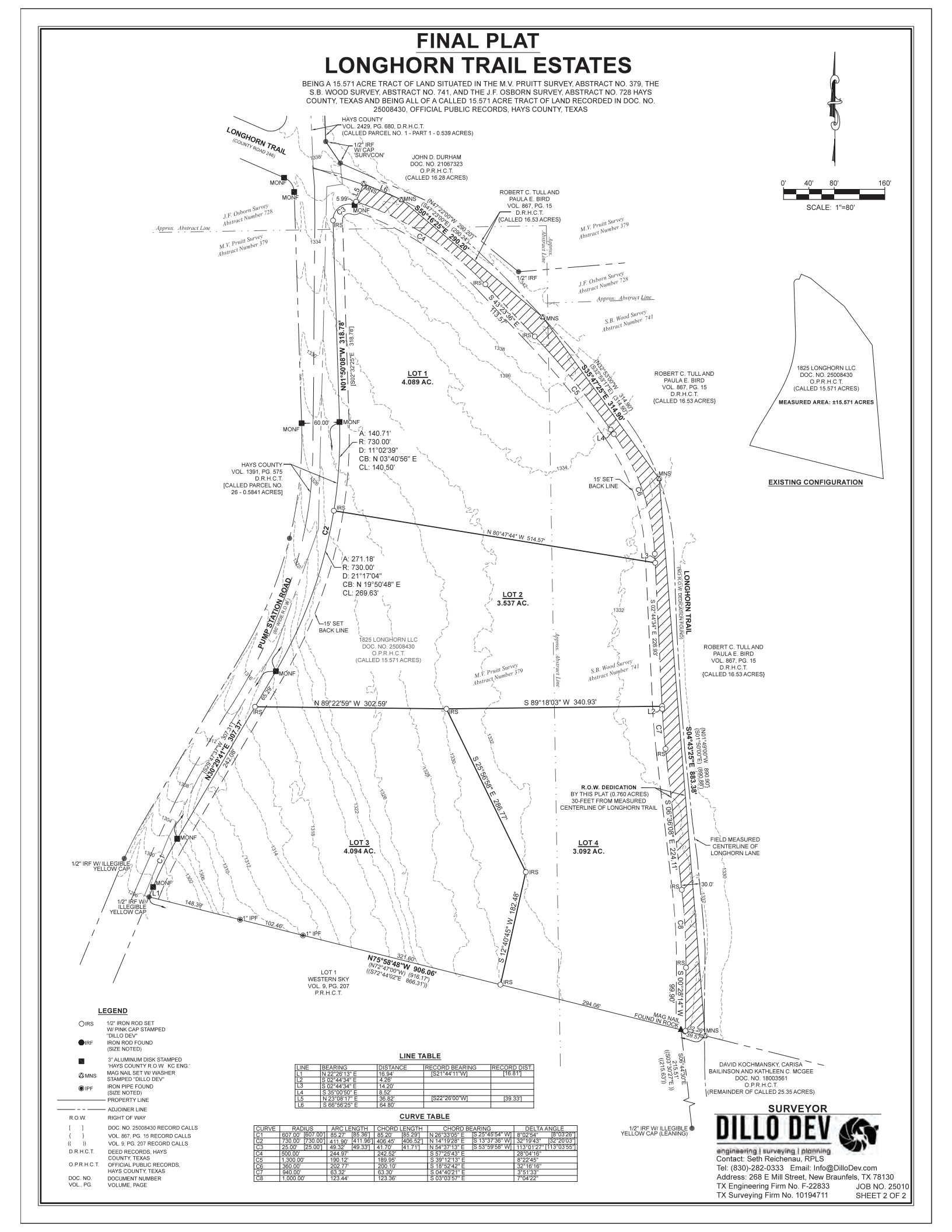
_____
PRINTED NAME

SURVEYOR
DILLO DEV
engineering | surveying | planning
Contact: Seth Reichenau, RPLS
Tel: (830)-282-0333 Email: Info@DilloDev.com
Address: 268 E Mill Street, New Braunfels, TX 78130
TX Engineering Firm No. F-22833
TX Surveying Firm No. 10194711

JOB NO. 25010
SHEET 1 OF 2

FINAL PLAT
LONGHORN TRAIL ESTATES

BEING A 15.571 ACRE TRACT OF LAND SITUATED IN THE M.V. PRUITT SURVEY, ABSTRACT NO. 379, THE S.B. WOOD SURVEY, ABSTRACT NO. 741, AND THE J.F. OSBORN SURVEY, ABSTRACT NO. 728 HAYS COUNTY, TEXAS AND BEING ALL OF A CALLED 15.571 ACRE TRACT OF LAND RECORDED IN DOC. NO. 25008430, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



EXISTING CONFIGURATION

LEGEND

○IRS	1/2" IRON ROD SET W/ PINK CAP STAMPED "DILLO DEV"
●IRF	IRON ROD FOUND (SIZE NOTED)
■	3" ALUMINUM DISK STAMPED "HAYS COUNTY R.O.W. KC ENG."
⌀MNS	MAG NAIL SET W/ WASHER STAMPED "DILLO DEV"
◉IPF	IRON PIPE FOUND (SIZE NOTED)
———	PROPERTY LINE
— — —	ADJOINER LINE
R.O.W.	RIGHT OF WAY
[ ]	DOC. NO. 25008430 RECORD CALLS
{ }	VOL. 867, PG. 15 RECORD CALLS
(( ))	VOL. 9, PG. 207 RECORD CALLS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE

LINE TABLE

LINE	BEARING	DISTANCE	RECORD BEARING	RECORD DIST.
L1	N 22°26'13" E	16.94'	[S21°44'11"W]	[16.81']
L2	S 02°44'34" E	4.26'		
L3	S 02°44'34" E	14.20'		
L4	S 35°00'50" E	8.52'		
L5	N 23°08'17" E	36.82'	[S22°26'00"W]	[39.33']
L6	S 66°56'25" E	64.80'		

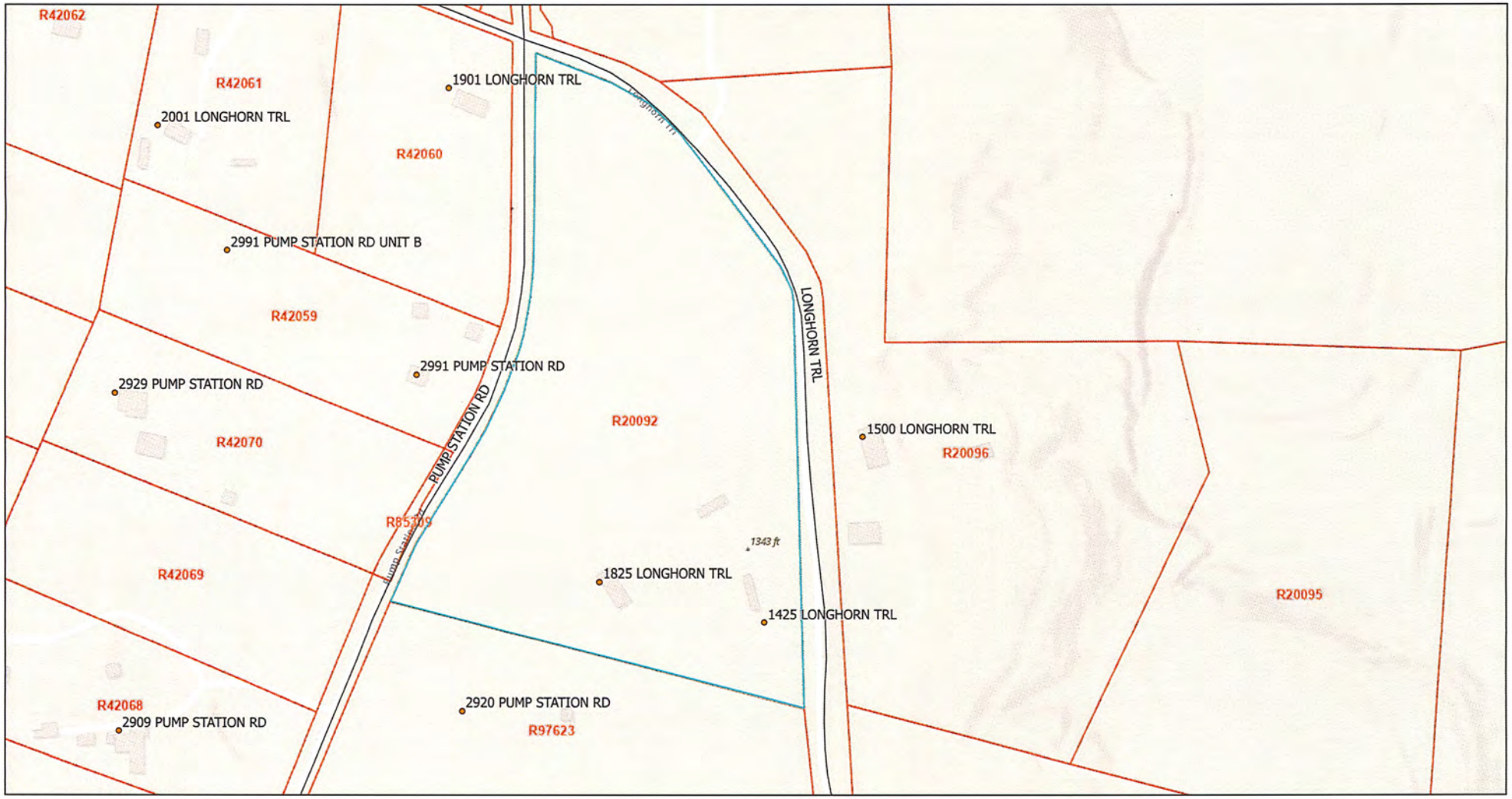
CURVE TABLE

CURVE	RADIUS		ARC LENGTH		CHORD LENGTH		CHORD BEARING		DELTA ANGLE	
C1	607.00'	[607.00']	85.27'	[85.36']	85.20'	[85.29']	N 26°33'05" E	S 25°45'54" W	8°02'54"	[8°03'28"]
C2	730.00'	[730.00']	411.90'	[411.96']	406.45'	[406.52']	N 14°19'28" E	S 13°37'36" W	32°19'43"	[32°20'03"]
C3	25.00'	[25.00']	49.32'	[49.33']	41.70'	[41.71']	N 54°37'13" E	S 53°59'58" W	113°01'27"	[113°03'55"]
C4	500.00'		244.97'		242.52'		S 57°25'43" E		28°04'16"	
C5	1,300.00'		190.12'		189.95'		S 39°12'13" E		8°22'45"	
C6	360.00'		202.77'		200.10'		S 18°52'42" E		32°16'16"	
C7	940.00'		63.32'		63.30'		S 04°40'21" E		3°51'33"	
C8	1,000.00'		123.44'		123.36'		S 03°03'51" E		7°04'22"	

SURVEYOR
DILLO DEV
engineering | surveying | planning
Contact: Seth Reichenau, RPLS
Tel: (830)-282-0333 Email: Info@DilloDev.com
Address: 268 E Mill Street, New Braunfels, TX 78130
TX Engineering Firm No. F-22833
TX Surveying Firm No. 10194711

JOB NO. 25010
SHEET 2 OF 2

Hays County Development Services Map



12/3/2025, 10:45:47 AM

1:2,677

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

- Address Points
- Roads
- Hays County Boundary
- HaysCoParcels

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

AGENDA ITEM REQUEST FORM: J. 3.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Marcus Pacheco, Director of Development Services

Sponsor: Commissioner Hammer

Agenda Item

PLN-2784-NP; Ratify approval of The Peters Subdivision Final Plat. **HAMMER/PACHECO**

Summary

Peters Subdivision Final Plat is a proposed final plat consisting of two lots (2) lots across 6.70 acres. The subject property is located along Burnett Ranch Road in Wimberley and falls within Precinct 3. Water utility is to be provided by individual wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter
Administrative Approval Letter
Plat
Location Map

Hays County Commissioners Court Agenda Request

Meeting Date: December 16th, 2025
Requested By: Marcial Aguilar, County Planner
Prepared By: Marcial Aguilar, County Planner
Department Director: Marcus Pacheco
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3.

AGENDA ITEM LANGUAGE:

PLN-2784-NP; Ratify approval for the Peters Subdivision Final Plat.

BACKGROUND/SUMMARY OF REQUEST:

A. Peters Subdivision Final Plat is a proposed final plat consisting of two lots (2) lots across 6.70 acres.
B. The subject property is located along Burnett Ranch Road in Wimberley and falls within Precinct 3.
C. Water utility is to be provided by individual wells. Wastewater treatment will be accomplished by individual on site sewage facilities.

STAFF COMMENTS:

Staff have completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances. The action remaining is to ratify approval of the proposed subdivision plat in the court minutes.

ATTACHMENTS/EXHIBITS:

Hays County Approval Letter

Plat

Location Map

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

Application Approved

Owner Information:
JoCarol Peters
707 Burnett Ranch, Wimberley TX 78676
jocp@joeycpeters.com

Date: 12/8/2025
Project ID: PLN-2784-NP
Project Name: Peters Subdivision Final Plat
Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

9-1-1 Street Name Review

1. 911 Technical street name review approved 7/29/2025 and 12/1/2025
2. 911 Technical street name approved 8/25/2025

Digital Data Review

1. 08/21/2025
   -The digital data is denied based on the criteria outlined in the Hays County Digital Data Submission Standards. The most up-to-date Hays County Digital Data Submission Standards can be found here: https://hays-county-haysgis.hub.arcgis.com/pages/development-services

   -As of 12/04/25 the written response received 11/24/25 meets the requirement of the Hays County Digital Data Standards. This comment is approved, per TLGC 232.0028(d).
2. -Per Section 3.3 of the Hays County Digital Data Submission Standards, there shall be the same amount of lots in the digital data as reflected in the plat. The current amount of lots shown in the digital data layer "LOT" is "3" and does not match the plat PDF which shows "2". Please correct this so the digital data and plat PDF represent the same and correct number of lots. Please remove the "50' ROW EASEMENT" from this layer.

   -As of 12/04/25 the written response received 11/24/25 meets the requirement of the Hays County Digital Data Standards. This comment is approved, per TLGC 232.0028(d).

Floodplain Review

1. ***Per Hays County Development Regulations Chapter 725 § 3.07***
   A floodplain note is required to identify the regulatory floodplains (identified as Areas of Special Flood Hazard, Zone A, Zone AE, and Zone X) and Regulatory Floodways may be defined based on available mapping.
   Correct FIRM number: 48209C0215G
   12/1/2025 comment approved

2. Tech review complete.

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

On-Site Sewage Facility (OSSF) Review

1. **Per Hays County OSSF Rules Table 10-1.**
   This lot does not meet the minimum lot size requirements.
   Lot 2 does not meet the minimum lot size requirements for properties located within the Edwards Aquifer Contributing Zone that rely on a private well and an On-Site Sewage Facility (OSSF).
   12/1/25 comment approved
2. Tech review complete.

Planning Review

1. **Per Hays County Development Regulations Chapter 715 § 3.01 (C) Applicability:** Please include the following water availability note: "Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat."

   12/05/2025: Comment has been cleared.
2. **Per Hays County Development Regulations Chapter 705 § 5.01 (B) General Information:** The boundary lines and total acreage of the Original Tract, the Subject Property and the proposed Subdivision.

   12/05/2025: Comment remains.
   As of 12/08/2025: Comment has been cleared.

Transportation Review

1. The Hays County Transportation Plan has a future ROW reservation of 100ft for FM 2325.
   Per Hays County Development Regulations Chapter 705 § 8.03 (H) Roadway and Right-of-Way Information: Where reservation of Right-Of-Way per Section 721.6.01 is required, the following statement shall appear prominently on the Final Plat: “The area identified as ‘Reserved for Future Right-Of-Way’ is located within a proposed future roadway per the Transportation Plan of Hays County. Additional information regarding this area may be obtained from the Hays County Transportation Department.

   12/5/25: Comment has been addressed. This comment is approved, per TLGC 232.0028(d).

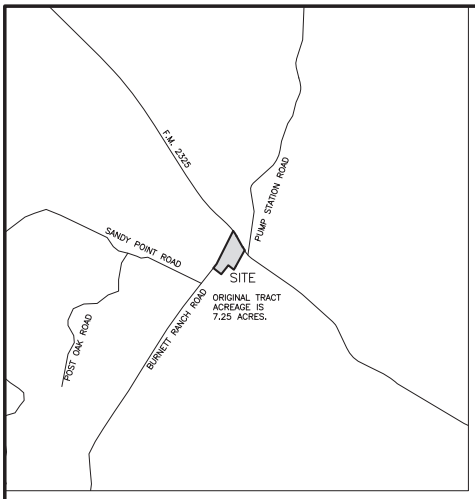
If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Marcial Aguilar

Planning Division

Hays County Development Services



VICINITY MAP – 1" = 2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0215G, DATED 1/17/2025, THIS TRACT LIES WITHIN ZONE X, (AREAS OF MINIMAL FLOOD HAZARD).

4. ACCORDING TO SCALING FROM TCEQ MAPS NONE OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

5. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.

6. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

7. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.

8. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

9. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.

10. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

11. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

12. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, AS ADOPTED BY HAYS COUNTY.

13. THIS PROPERTY IS LOCATED ENTIRELY WITHIN HAYS COUNTY, TEXAS.

14. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

15. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.

17. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

18. LOTS LARGER THAN FIVE ACRES RESTRICTED BY A PLAT NOTE PROHIBITING ALL DEVELOPMENT OTHER THAN ONE SINGLE FAMILY RESIDENCE OR OTHER DEVELOPMENT EXCLUDED FROM THE TERM "REGULATED ACTIVITIES" UNDER THE EDWARDS AQUIFER RULES OF THE TCEQ (30 TAC CHAPTER 213), BUT WITHOUT REGARD TO THE AQUIFER OVER WHICH THE DEVELOPMENT OCCURS.

LOT SIZE CATEGORIES

TOTAL AREA = 6.70 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 3.35 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 1
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 1
NUMBER OF LOTS LESS THAN 1 ACRE = 0

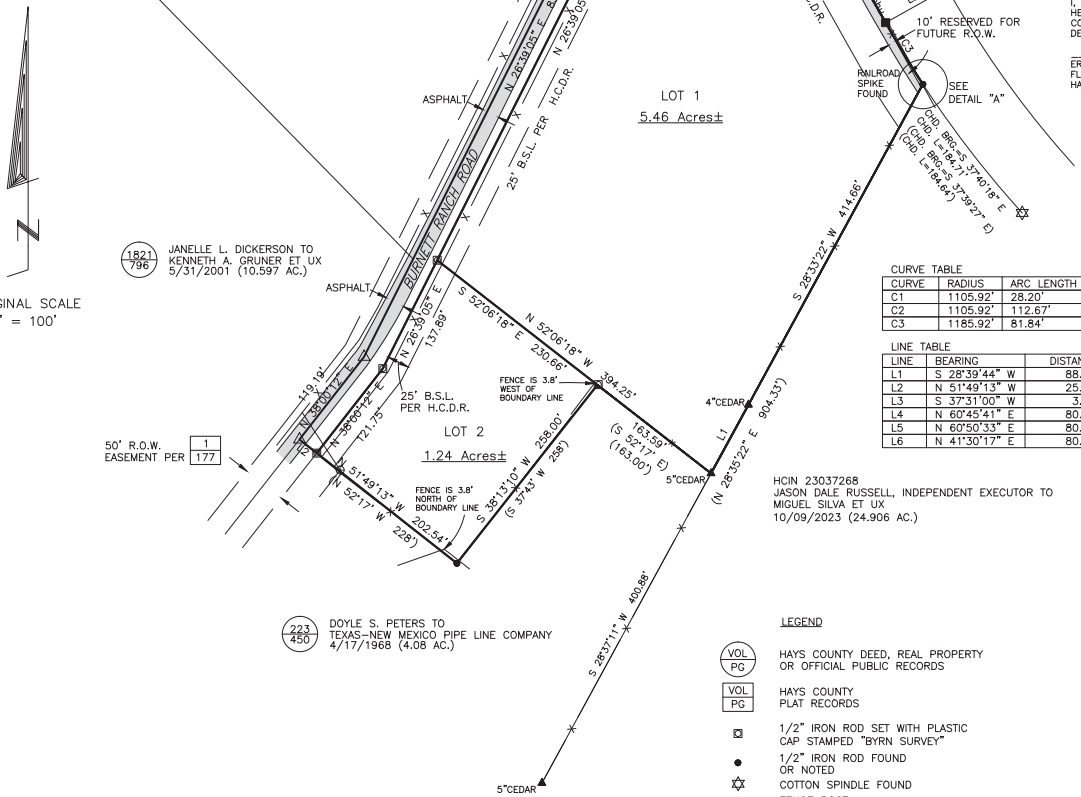
UTILITIES:
ELECTRIC – PEDERNALES ELECTRIC COOPERATIVE
WATER – INDIVIDUAL WATER WELLS
SEWER – LOT 1 OSSF; LOT 2 ADVANCED OSSF

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF THE PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

RESERVATION OF RIGHT-OF-WAY:

THE AREA IDENTIFIED AS "RESERVED FOR FUTURE RIGHT-OF-WAY" IS LOCATED WITHIN A PROPOSED FUTURE ROADWAY PER THE TRANSPORTATION PLAN OF HAYS COUNTY. ADDITIONAL INFORMATION REGARDING THIS AREA MAY BE OBTAINED FROM THE HAYS COUNTY TRANSPORTATION DEPARTMENT.



ORIGINAL SCALE
1" = 100'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1105.92'	28.20'	1°27'39"	S 35°48'12" E	28.20'
C2	1105.92'	112.67'	5°50'14"	S 32°09'15" E	112.62'
C3	1185.92'	81.84'	3°57'14"	S 31°06'25" E	81.82'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 28°39'44" W	88.76'
L2	N 51°49'13" W	25.00'
L3	S 37°31'00" W	3.66'
L4	N 60°45'41" E	80.17'
L5	N 60°50'33" E	80.00'
L6	N 41°30'17" E	80.42'

LEGEND

VOL/PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL/PG	HAYS COUNTY PLAT RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR NOTED
✡	COTTON SPINDLE FOUND
▲	FENCE POST
△	CALCULATED POINT
■	TXDOT CONCRETE MONUMENT FOUND
— # —	CHAIN LINK FENCE
— X —	WIRE FENCE
— ohu —⊕→	UTILITY LINE, POLE AND GUY
BSL	BUILDING SETBACK LINE
HCDR	HAYS COUNTY DEVELPMENT REGULATIONS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, JO CAROL PETERS, OWNER OF THE REMAINING PORTION OF 11.34 ACRES, IN THE CONRAD OVERLAND SURVEY, ABSTRACT NO. 348, AS CONVEYED TO ME BY DEED DATED 04/17/2017, AND RECORDED IN HCIN 17014877, HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND FURTHER DESCRIBED IN VOLUME 4458, PAGE 609 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS PETERS PLACE SUBDIVISION, HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
JO CAROL PETERS, OWNER
707 BURNETT RANCH ROAD
WIMBERLEY, TX, 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JO CAROL PETERS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF _____, A.D., 20___, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.

_____ _____
RUBEN BECERRA, COUNTY JUDGE, HAYS COUNTY, TEXAS
ELAINE H. CARDENAS, COUNTY CLERK, HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE_____ DAY OF _____, 20_____, AT _____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20_____ AT _____ O'CLOCK _____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

_____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

_____
ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

CLIENT: PETERS, JO CAROL
DATE: MARCH 27, 2025
OFFICE: HADEN
CREW: C. SMITH
FB/PG: 795/28
PLAT NO. 28346-25-c

PLAT OF
PETERS PLACE,
HAYS COUNTY, TEXAS

Hays County Development Services Map

12/8/2025, 12:01:00 PM

1:2,223

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.15 km

- Address Points
- Roads
- Hays County Boundary
- HaysCoParcels

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World_Hillshade

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©

AGENDA ITEM REQUEST FORM: J. 4.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Colby Machacek, Senior County Planner

Sponsor: Commissioner Hammer

Agenda Item

PLN-2859-PC; Call for a Public Hearing on January 6th, 2026 regarding the Deer Run Estates, Lot 26, Replat. **HAMMER/PACHECO**

Summary

Deer Run Estates is a recorded plat located off Deer Run and Wayside Drive in Wimberley and in Precinct 3. The proposed replat will establish two (2) lots across 16.56 acres. Water utility will be accomplished by Inidividual Private Wells and Wastewater treatment will be accomplished by individual On-Site Sewage Facilities.

Attachments

Cover Letter
Plat
Location Map

Hays County Commissioners Court Agenda Request

Meeting Date: December 16th, 2025
Requested By: Colby Machacek, Senior County Planner
Prepared By: Colby Machacek, Senior County Planner
Department Director: Marcus Pacheco
Sponsoring Court Member: Commissioner Hammer, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2859-PC; Call for a Public Hearing on January 6th, 2026 regarding the Deer Run Estates, Lot 26, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Deer Run Estates is a recorded plat located off Deer Run and Wayside Drive in Wimberley and in Precinct 3.
B) The proposed replat will establish two (2) lots across 16.56 acres.
C) Water utility will be accomplished by Inidividual Private Wells and Wastewater treatment will be accomplished by individual On-Site Sewage Facilities.

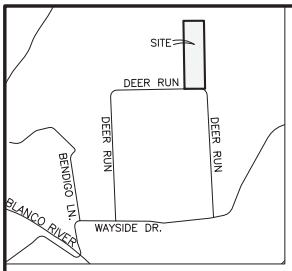
STAFF COMMENTS:

Staff has initiated review for the Deer Run Estates, Lot 26, Replat. Next steps consist of completing review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth, hold the public hearing on January 6th, 2026, and discuss final action on the proposed replat.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0335G, DATED 1/17/2025, THIS SUBDIVISION LIES WITHIN ZONE X, (AREAS OF MINIMAL FLOOD HAZARD).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY ISD.
8. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 & 7.
10. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
11. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
12. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER SOURCE.
14. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.
15. DEER RUN IS CLASSIFIED AS "RURAL COUNTRY LANE".
16. THIS SUBDIVISION IS SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 264, PAGE 363 OF THE HAYS COUNTY DEED RECORDS, VOLUME 707, PAGE 716 OF THE HAYS COUNTY REAL PROPERTY RECORDS AND VOLUME 3843, PAGE 265 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.
17. THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) EDWARDS AQUIFER REGULATIONS FOUND IN TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE, CHAPTER 213.

PEDERNALES ELECTRIC COOPERATIVE NOTES

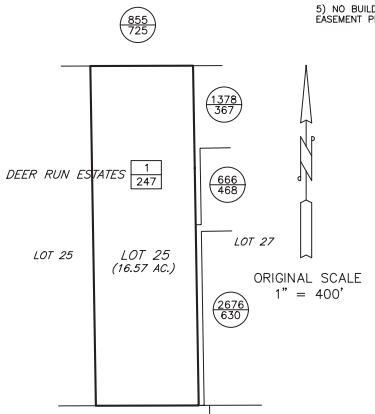
1) PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE AND REAR LOT LINES. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.

2) ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.

3) EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

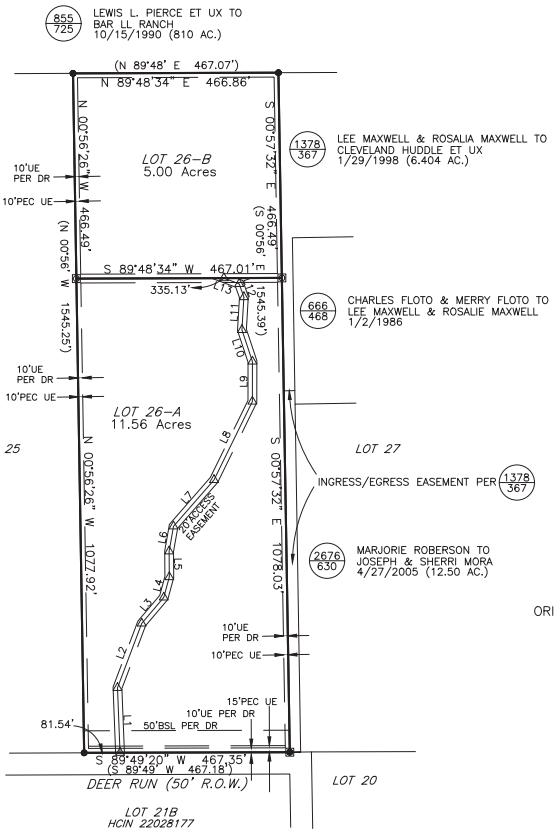
4) ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.

5) NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.



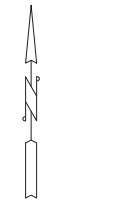
ORIGINAL SCALE
1" = 400'

ORIGINAL LOT CONFIGURATION
LOT 26, DEER RUN ESTATES, AS
RECORDED IN VOLUME 1, PAGE 247
OF THE HAYS COUNTY PLAT RECORDS



LEGEND

HCIN	HAYS COUNTY INSTRUMENT NUMBER
VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	HAYS COUNTY PLAT RECORDS
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
⊠	IRON ROD SET WITH PLASTIC CAP STAMPED "SMITH SURVEYING"
◙	IRON ROD FOUND WITH PLASTIC CAP STAMPED "PRECISION"
△	CALCULATED POINT
— X —	WIRE FENCE
ohu —⊕—	UTILITY LINE, POLE AND GUY
DR	DEED RESTRICTIONS RECORDED IN 264/363, 707/716, 3843/265
UE	UTILITY EASEMENT
BSL	BUILDING SETBACK LINE
PEC	PEDERNALES ELECTRIC COOPERATIVE



ORIGINAL SCALE
1" = 200'

ACCESS EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 02°15'31" W	147.58'
L2	N 20°37'31" E	156.31'
L3	N 40°16'22" E	77.59'
L4	N 15°14'01" E	47.90'
L5	N 00°23'56" W	58.59'
L6	N 09°57'49" E	57.61'
L7	N 41°07'10" E	139.93'
L8	N 26°04'13" E	198.58'
L9	N 00°03'15" E	90.92'
L10	N 18°22'42" W	75.59'
L11	N 03°21'06" E	74.75'
L12	N 19°28'11" W	31.87'
L13	N 69°32'49" W	37.29'

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, WILLIAM ARNOLD, OWNER OF LOT 26, DEER RUN ESTATES, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 4/17/2025, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 25014872 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 26, DEER RUN ESTATES, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
WILLIAM ARNOLD, OWNER
410 DEER RUN
WIMBERLEY, TX., 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM ARNOLD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE _____ DAY OF _____, A.D., 20___, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

_____ _____
RUBEN BECERRA ELAINE H. CARDENAS
COUNTY JUDGE COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE_____ DAY OF _____, 20_____, AT _____ O'CLOCK ___.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER_____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

SMITH SURVEYING
P.O. BOX 231, DRIFTWOOD, TEXAS 78619
FIRM NO. 10194905
512-757-1637

LOT SIZE CATEGORIES

TOTAL AREA = 16.56 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 8.28 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 2
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

CLIENT: ARNOLD, WILLIAM
DATE: 8/25/25
FB/PG: 2/16
PLAT NO. 1054-25-c

PURPOSE OF REPLAT STATEMENT

THE PURPOSE OF THIS REPLAT IS TO CREATE 2 LOTS.

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
WATER-INDIVIDUAL WELLS
SEWER-INDIVIDUAL OSSF

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

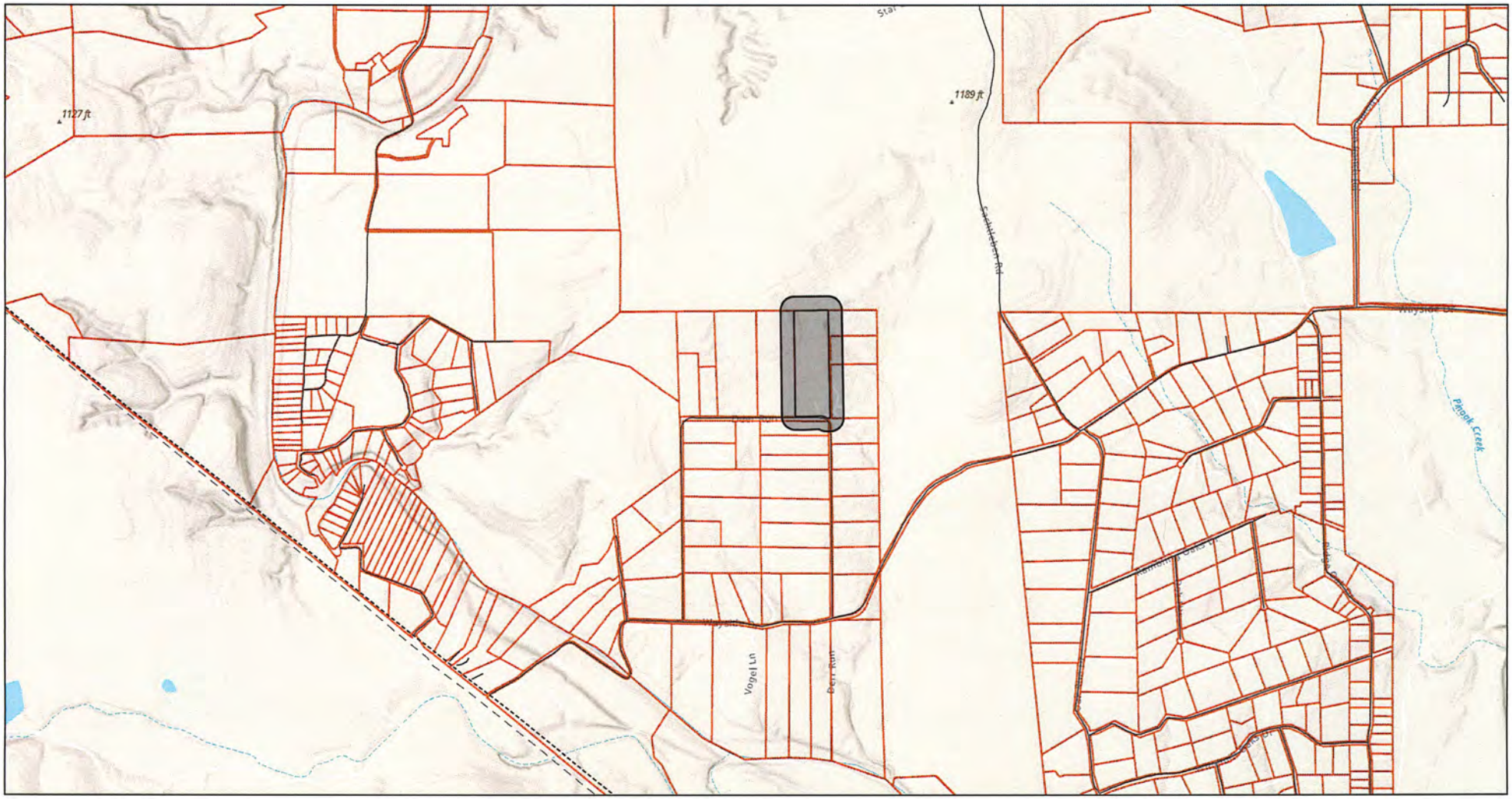
_____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

_____
ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

REPLAT OF LOT 26, DEER RUN ESTATES, HAYS COUNTY, TEXAS

Hays County Development Services Map



12/8/2025, 11:30:22 AM

1:19,484

0 0.2 0.4 0.8 mi

0 0.33 0.65 1.3 km

Roads

Hays County Boundary

HaysCoParcels

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Judge Becerra

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to approve Texas A&M AgriLife Extension Service's hiring of Savannah Bushkuhl as the Agriculture & Natural Resources (ANR) Extension for Hays County. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Jennifer Escobar

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to authorize the Hays County Tax Assessor-Collector to deputize local motor vehicle dealers to act as limited-service deputy dealers and approve Limited-Service Deputy Dealer Agreement Template.
BECERRA/ESCOBAR

Summary

In response to requests from local dealerships and pursuant to Section 520.71 of the Texas Transportation Code and 43 Tex. Admin. Code Section 217.164, the Hays County Tax-Assessor-Collector is requesting Commissioners Court authorization to enter into limited-service deputy dealer agreements to advance public convenience.

Attachments

Limited-Service Deputy Dealer Agreement

Hays County Limited-Service
Deputy Dealer Agreement

This Limited-Service Deputy Agreement (the "**Agreement**") is made by and between the Tax Assessor-Collector of Hays County, Texas (the "**Tax Assessor-Collector**") and the undersigned Motor Vehicle Dealer (the "**Dealer**").

RECITALS

WHEREAS, Section 520.0071 of the Texas Transportation Code and its implementing regulation, Chapter 217 of Title 43, Tex. Admin. Code, authorize a county tax assessor-collector, with the approval of commissioners court, to deputize a motor vehicle dealer to act as a limited-service dealer deputy to provide motor vehicle titling and registration services.

WHEREAS, public convenience will be furthered by authorizing the Dealer to act as an agent for the Tax Assessor-Collector for the limited purpose of issuing motor vehicle point of sale stickers ("**Stickers**") at its place(s) of business listed on the attached Exhibit "A".

NOW, THEREFORE, for the value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows:

I.
COVENANTS OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector covenants and agrees as follows:

A. To authorize the Dealer Deputy to act as an agent of the Tax Assessor-Collector to issue motor vehicle registration stickers under the terms and conditions set forth in this Agreement.

B. To supply the Dealer Deputy with the numbered and secured motor vehicle license registration forms (hereinafter referred to as "**Stickers**") and supplies (collectively, the "**Supplies**"), as well as its written policies and procedures for their issuance. Under no circumstance will the Dealer Deputy keep said Stickers and Supplies at any location other than the 1ocation(s) to which said Stickers and Supplies are assigned as set forth in Exhibit "A".

C. To not furnish any Stickers for the account of the Dealer Deputy other than directly to the Dealer Deputy's Receiving Agent.

D. Dealer Deputy will retain compensation from the P&H Fee as defined in Texas Administrative Code Section 217.168. The P&H Fee will be reflected on both the registration renewal notice and the registration receipt. TxDMV will calculate and provide the total amount owed by the customer for the registration renewal. TxDMV will provide the totals for the amount collected, the compensation to be retained from the P&H Fee, and the amount to remit to the Tax Assessor-Collector.

II.
COVENANTS OF DEALER DEPUTY

The Dealer Deputy acknowledges, covenants, and agrees as follows:

A. To comply with the requirements of the WebAgent System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Dealer Deputy.

B. The Dealer Deputy shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. The Designated Liaison will sign an oath of deputation on behalf of the Dealer to be given by the Tax Assessor-Collector. It is the responsibility of the Designated Liaison to personally approve all Dealer employees who will have access to the forms, Stickers, and/or Inventory under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector in writing of each authorized employee's identity before permitting that employee's contact with the said forms, Stickers, and/or Inventory. The Designated Liaison shall also serve as the Receiving Agent for the Dealer Deputy for purposes of this Agreement *and name in writing two alternate Receiving Agents*. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the employees approved by the Designated Liaison. The Dealer shall be responsible for all acts of the Designated Liaison and the Dealer approved employees.

C. To not allow any of its officers, agents or employees to participate in any manner in the handling or issuance of Stickers until such officer, agent or employee has been approved by the Designated Liaison and identified to the Tax Assessor-Collector.

D. Upon receiving the Receiving Agent's receipt of Stickers from the Tax Assessor-Collector, the Receiving Agent shall verify that such Stickers correspond with the invoice. In the event of any discrepancies between the Stickers received and the Stickers listed on the invoice, the Dealer shall immediately report such discrepancy to the Tax Assessor-Collector.

E. Under no circumstances shall the Dealer keep the Stickers and/or Supplies at any location other than the place(s) of business listed on the attached Exhibit "A".

F. To keep the Stickers in an approved fireproof safe or a secured area and assume full liability for the safekeeping of all Stickers that are furnished by the Tax Assessor-Collector to the Distributor's Receiving Agent.

G. The Distributor agrees to sell Stickers only to persons presenting a renewal notice issued by the Texas Department of Motor Vehicles or persons whom have provided proof of ownership, and only to make such sales on validations that are due in the current and succeeding month (e.g., during March, only Stickers for the months of March and April), and not more than nine months expired.

H. In order to guarantee the faithful performance of the duties of the Dealer hereunder and to insure that all funds coming into the possession or control of the Dealer by virtue of this Agreement are paid over to the Tax Assessor-Collector, the Dealer agrees to post a surety bond for each business location in an amount not less than the amount set forth on the attached Exhibit "A" (the "Bond"). The Bond shall be issued by a surety company or financial institution acceptable to the Tax Assessor-Collector and they shall name the Hays County Tax-Assessor Collector as an obligee on said Bond. The Bonds shall be in the form attached hereto as Exhibit "C" and they shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the Bond) authorizing the attorney in fact who signs the Bonds to commit the company to the terms of the Bonds and stating any limit in the amount for which the attorney can issue a single bond.

If the Dealer should open additional business locations during this Agreement, a new fully executed bond shall be required for each new business location. Furthermore, in the event Dealer should open additional business locations during this Agreement, the then current Exhibit "A" shall be amended as necessary and such amended Exhibit "A" shall be executed by the Tax Assessor-Collector and Dealer and appended to this Agreement.

I. The Bonds shall remain in full force and effect during the term of this Agreement or any extensions thereof and, if any of the Bonds should expire or otherwise be terminated during such time, the Dealer shall either renew the Bond or obtain a new Bond prior to the Bond's expiration or termination. **IF, FOR ANY REASON, THE BONDS ARE NOT HONORED BY THE SURETY OR IF THE DEALER FAILS TO EITHER RENEW THE BONDS OR OBTAIN A NEW BOND PRIOR TO ITS EXPIRATION OR TERMINATION, THE DEALER SHALL FULLY INDEMNIFY AND HOLD THE TAX ASSESSOR-COLLECTOR AND THE COUNTY HARMLESS FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES THE TAX ASSESSOR-COLLECTOR AND/OR THE COUNTY INCURS AS A RESULT.**

J. To submit weekly reports for the prior week's activities, which shall accurately set forth the number of Stickers sold, the number of Stickers voided, the number of Stickers missing, the Sticker series numbers issued, and any other information which the Tax Assessor-Collector shall, from time to time, deem necessary (the "Weekly Reports"). The Weekly Reports shall be submitted on forms to be provided by the Tax Assessor-Collector and be in accordance with any written instructions of the Tax Assessor-Collector each week on **Monday at 11:00 a.m. If a Monday falls on a County holiday, the Weekly Reports shall be delivered at 11:00 a.m. on the next business day that is not a County Holiday.** In addition to providing the Weekly Report on said day and time, the Dealer shall also submit ACH payment to the Tax Assessor-Collector for the total correct amount of all motor vehicle registration fees collected during the prior week. The Dealer's payment shall not include the Dealer's one dollar ($1.00) per registration fee. **If a Monday falls on a County holiday, the Weekly Reports and payment shall be delivered to the Tax Assessor-Collector at 11:00 a.m. on the next business day that is not a County holiday.**

K. To ensure that any report which is not in order and which does not balance or conform to the requirements of the Tax Assessor-Collector will be returned to the Tax Assessor-Collector, in its entirety, after correction and/or clarification to the Tax Assessor-Collector's satisfaction, before being remitted.

L. To use and report all Stickers in numerical sequence and return all unused or damaged Stickers to the Tax Assessor-Collector in a timely fashion. Any missing Stickers that are not reported must be paid for by the Dealer at the value arrived at by the Tax Assessor-Collector for that period. Furthermore, the Dealer agrees to be fully responsible for any shortages that appear on the Weekly Reports.

M. To have up to seven (7) business days to research and rectify any discrepancies that appear in any report required hereunder and to locate any missing or unaccounted for Stickers. If, within the said seven (7) days, the Dealer is unable to locate any missing or unaccounted for Stickers, the Dealer agrees to immediately pay for such missing and/or unaccounted for Stickers, as well as any shortages in fees.

N. Dealer must submit ACH payment to the Hays County Tax Assessor-Collector for the full amount of Supplies and fees due for each reporting period. If, within seven (7) business days from the date payment is due, the Dealer fails to pay the Tax Assessor-Collector for any amount owing under this Agreement, the Tax Assessor-Collector may, in addition to seeking any other remedies available hereunder or under the law, suspend this Agreement and not issue any additional Stickers until such time that all sums owed are paid. Personal checks will not be accepted by the Tax Assessor-Collector as payment. Dealer may accept personal checks for the payment of fees and Stickers; provided, however, Dealer assumes all risk associated with accepting such form of payment. Dealer shall remain obligated to pay the Tax Assessor-Collector for all Stickers issued and all fees that Dealer is required to collect whether, or not, such amounts were, in fact, collected by Dealer.

O. Dealer shall immediately report any changes in its ownership to the Tax Assessor-Collector. Dealer may not assign or transfer its interest in or obligations under this Agreement without the prior written consent of the Tax Assessor-Collector. In the event that the Tax Assessor-Collector consents to the Dealer's assignment or transfer of interest, the Dealer's successor or assignee shall be required to execute a new agreement and post the requisite surety Bond naming the Hays County Tax Assessor-Collector as obligee on the Bond. Furthermore, if the Tax Assessor-Collector consents to the Dealer's assignment or transfer of interest, an audit of any Stickers on hand shall be conducted and a final closing report shall be created and submitted by the Dealer to the Tax Assessor-Collector. Any and all fees owing by the Dealer shall be tendered to the Tax Assessor-Collector prior to the Dealer's assignment or transfer of its interest in or obligations under this Agreement.

P. The Dealer acknowledges that all records must be kept current at all times during this Agreement and that both the bonding company and the Tax Assessor-Collector must be immediately advised of any changes that may affect the bond during the term of this Agreement.

Q. The Dealer acknowledges that all Driver's Privacy Protection Act of 1994 (DPPA) and Motor Vehicle Records Disclosure Act of 1997 (MVRDA) requirements must be followed. Federal law prohibits TxDMV and its agents from disclosing or confirming any personal information to the general public. This law makes it illegal for the general public, including the media, to obtain, publish, or confirm personal information from the state motor vehicle

database. Texas Law protects the interest of an individual in the individual's personal information by prohibiting the disclosure and use of personal information contained in motor vehicle records, except as authorized by the individual or by law.

R. To immediately notify the Tax Assessor-Collector whenever an employee ceases to have approval of the Designated Liaison to access the forms, Stickers, and/or Supplies. Whenever a Designated Liaison is replaced by another Designated Liaison, the new Designated Liaison must be deputized and bonded prior to assuming duties in relation to the subject matter of this Agreement.

S. To provide the authorized representatives of the Tax Assessor-Collector, the Texas Department of Motor Vehicles, the Hays County Auditor's Office, and/or the County's outside audit firm, when necessary, access to the area wherein the Stickers and/or Supplies are stored and sold, and provide the necessary assistance requested in auditing the Stickers.

T. To be subject to audit by the Tax Assessor-Collector, the Hays County Auditor, the Texas Department of Motor Vehicles, the Comptroller of the State of Texas, and/or any outside Auditor designated by any one or more of the same, at any time during Dealer's normal business hours without prior notification, or at any other time or place in Hays County, Texas, upon 24 hours notification. If the audit is to be conducted at any place other than the Dealer's place(s) of business, as designated in the attached Exhibit "A", the Dealer's receiving agent shall be present and shall make available, at the place of the audit, all Stickers, reports, forms, and/or any other information and documentation required by the above referenced offices and entities.

U. In the event that any audit or report discloses that any Stickers or funds are missing or are otherwise unaccounted for, the Tax Assessor-Collector shall be entitled to collect on the Dealer's Bond(s) for payment and apply the proceeds therefrom against the actual damages incurred by the Tax Assessor-Collector or any of its agents, employees, or officials. In the event that this Agreement is terminated by the Tax Assessor-Collector for breach by the Dealer and the Dealer fails to return all Stickers or funds within twenty-four (24) hours after the Dealer's receipt of the Tax Assessor-Collector's notice of termination, the Tax Assessor-Collector shall be entitled to retain the entire proceeds of the Bond(s) as liquidated damages in addition to availing itself of any other remedies available hereunder or under the law.

III.
TERM AND TERMINATION OF AGREEMENT

A. Term. The term of this Agreement shall commence upon the Tax Assessor-Collector's receipt of both a fully executed original copy of this Agreement and the fully executed Bond(s) (the fully executed Bond(s) shall be accompanied by a Valid Power-of-Attorney issued by the surety company and attached, signed and sealed with the corporate embossed seal to the Bond(s) authorizing the attorney in fact who signs the Bond(s) to commit the company to the terms of the Bond(s), and stating any limit in the amount for which the attorney can issue a single bond); and shall continue thereafter in full force and effect until terminated by either party in accordance with the terms hereof.

B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon ten (10) business days' written notice to the other party. Within seven (7) business days after the date of termination, the Dealer shall return to the Tax Assessor-Collector all outstanding Stickers, together with any Supplies, full payment of all fees owed to the Tax Assessor-Collector and a final report.

C. Termination for Cause. If either party commits a breach of any of the covenants, terms and/or conditions of this Agreement, the non-breaching party shall deliver written notice of the breach to the breaching party. Such notice must specify the nature of the breach and inform the breaching party that unless the breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the breach, the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

1. Termination due to Dealer's Breach. Upon termination of this Agreement by the Tax Assessor-Collector for breach by the Dealer, the Dealer shall, at Dealer's sole expense and within 24 hours after Dealer's receipt of the Tax Assessor-Collector's notice of termination, return to the Tax Assessor-Collector all outstanding Stickers, Supplies, and full payment of all fees owed to the Tax Assessor-Collector, along with a final report.

2. Termination due to Tax Assessor-Collector's Breach. Upon termination of this Agreement by the Dealer for breach by Tax Assessor-Collector, the Tax Assessor-Collector shall be obligated to pick up, at the sole expense of the Tax Assessor-Collector, all Stickers, Supplies, and all fees owed to the Tax Assessor-Collector within 24 hours after the Tax Assessor-Collector's receipt of the Dealer's notice of termination.

IV.
MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Reclamation of Stickers and Supplies. It is hereby acknowledged by Dealer that the Tax Assessor-Collector shall have the right to reclaim the Stickers and Supplies at any time during the term of this Agreement.

C. Dealer Breach. No breach by the Dealer shall be considered an insubstantial or immaterial breach. Furthermore, a breach of any obligation to be performed by the Dealer hereunder shall constitute a material breach of this Agreement and shall give the Tax Assessor-Collector the right to immediately terminate this Agreement, as set forth above, and, in addition to such termination right, the right to avail itself of any other remedies available hereunder, at law or at equity.

D. Notice. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

TAX ASSESSOR-COLLECTOR: Hays County Tax Assessor-Collector
712 S. Stagecoach Trail,
Ste. 1120
San Marcos, Texas 78666

DEALER: _____

_____

_____

With a copy to:

Hays County Criminal District Attorney's Office,
Civil Division
111 East San Antonio St.,
Ste. 202
San Marcos, Texas 78666

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

E. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent

practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

F. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits. Further, the provisions of this Agreement are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or any other similar relationship between the parties. Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

G. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

H. Resolution of Disputes. In the event of any dispute related to this Agreement, the decision of the Hays County Commissioners Court shall be final and binding on the Dealer.

I. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

J. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Hays County, the Tax-Assessor Collector, and their past or present officers, employees or agents, nor to create any legal rights or claim on behalf of any third party. Hays County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different or subsequent breach.

L. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

M. **INDEMNIFICATION. DEALER SHALL INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS HAYS COUNTY AND THE HAYS COUNTY TAX ASSESSOR-**

COLLECTOR, HAYS COUNTY OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION, OR MISCONDUCT OF DEALER OR ANY OF ITS EMPLOYEES AND/OR ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

N. Entire Agreement. This Agreement and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any future amendments to this Agreement or future amendments to this Agreement's exhibits, which are set forth in writing and subsequently executed by both parties, represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written.

Executed this _____ day of _____, 20____.

Name of Dealer: _____

Address: _____

_____

Signature: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public, State of Texas

HAYS COUNTY TAX ASSESSOR-COLLECTOR

By: _____
Jennifer Escobar
Hays County Tax
Assessor-Collector

Subscribed and sworn to before me this _____ day of _____, 2025.

_____
Notary Public, State of Texas

EXHIBIT "A"

A. Dealer's Contact Information:

Designated Liaison's Name: _____

Contact Information: Mailing Address: _____

_____

Phone Number: _____

Email Address: _____

B. Business Locations: ADD ADDITIONAL PAGES AS NECESSARY

	Location Name	Corp # (If applicable)	Situs Address	Supply Allocation Amount		
				2 Packs	3 Packs	4 Packs
1				☐	☐	☐
2				☐	☐	☐
3				☐	☐	☐
4				☐	☐	☐
5				☐	☐	☐
6				☐	☐	☐
7				☐	☐	☐

C. Surety Bond:

The minimum bond amount and supply allowance per location is $35,000 and 2 Pack of stickers. Each additional pack of stickers requested shall require an additional $10,000 bond increment.

Bond Amount:	**Amount of Supplies**
• $35,000	2 packs of stickers
• $45,000	3 packs of stickers
• $55,000	4 packs of stickers

This Exhibit "A" is being executed by the Tax Assessor-Collector and Dealer Deputy as a part of that certain Hays County Limited-Service Deputy Agreement (the "Agreement") bearing an execution date of _____ __, 202__. In the event it becomes necessary to amend the above-described Business Locations information following the parties' execution of the Agreement and its initial Exhibit "A", the parties shall execute an amended Exhibit "A" setting forth the Dealer's amended Business Locations or Supply Allocation Amount information and such amended Exhibit "A" shall supplant and replace the then current Exhibit "A" as of its execution date.

Executed this _____ day of _____, 20____.

Name of Dealer: _____

Address: _____

_____

Signature: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public, State of Texas

HAYS COUNTY TAX ASSESSOR-COLLECTOR

By: _____
Jennifer Escobar
Hays County Tax
Assessor-Collector

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public, State of Texas

EXHIBIT "B"

DEPUTATION
Limited-Service Deputy

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, JENNIFER M. ESCOBAR, duly elected Tax Assessor-Collector of the County of Hays and the State of Texas, having full confidence in _____, do hereby appoint said _____ my true and lawful limited-service deputy, in my name, place and stead to do and perform the registration renewal services set forth in 43 Tex. Admin. Code §217.164 and any and all acts and things pertaining to the office of said limited-service deputy assessor-collector of taxes, of said county and state.

GIVEN UNDER MY HAND and SEAL OF OFFICE, this _____day of _____, 20____.

_____
JENNIFER ESCOBAR, TAX ASSESSOR-COLLECTOR
Hays County, Texas

****

Before me on this day personally appeared Jennifer Escobar, Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary public, State of Texas

****

OATH OF OFFICE
Limited-Service Deputy

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, _____, as the designated liaison of _____ do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Tax Assessor-Collector of the State of Texas and will to the best of my ability, preserve, protect and defend the Constitution and laws of the United States, and of this State, so help me God.

_____
Designated liaison signature

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary public, State of Texas

EXHIBIT "C"

SURETY AND FIDELITY BOND
Limited-Service Deputy Agreement

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HAYS

That we,_____, a s Principal, and _____, as Surety, are held and firmly bound unto Jennifer Escobar, Hays County Tax Assessor-Collector, and to her successors in office, in the full and just sum of ____ Dollars ($_____), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, our executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal has executed as Dealer that one certain Hays County Tax Assessor-Collector Limited-Service Deputy Agreement dated the _____ day of _____, 20____.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, IF THE ABOVE bounden Principal shall well and faithfully perform its obligation pursuant to said Hays County Tax Assessor-Collector Limited-Service Deputy Agreement, then this obligation shall be null and void; otherwise to remain in full force and affect.

This obligation shall extend for a period of one year from the date hereof.

Executed on the _____ day of _____, 20___

_____
(Typed name of principal)

By: _____
(Typed name of signatory)

_____
(Title of signatory)

By: _____
(Typed name of Surety)

_____
(Typed name of signatory)

_____
(Title of signatory)

Acknowledgement by Principal if Individual or Partner

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the county and state foresaid, do hereby certify that _____ (Name of Individual or Partner Principal) whose name is signed to the foregoing writing has this day acknowledged the same before me in my said county. Given under my hand this _____ day of _____, 20_____.

(Notary Seal)

_____
Signature of Notary Public

My commission expires on the _____ day of _____, 20_____.

Acknowledgement by Principal if Corporation

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the county and state foresaid, do hereby certify that _____ (Name of Corporate Officer), who as _____ (Title/Office), signed the foregoing writing for _____ (Name of Principal), a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. Given under my hand this _____ day of _____, 20____.

(Notary Seal)

_____
Signature of Notary Public

My commission expires on the _____ day of _____, 20_____.

Acknowledgement by Surety

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the county and state foresaid, do hereby certify that _____ (Name of Corporate Officer with Power of Attorney) **(see instructions below)** who as _____ (Title/Office), signed the foregoing writing for _____(Name of Surety), a corporation, has this day, in my said county, before me, acknowledged the said writing. Given under my hand this _____ day of _____, 20____.

(Notary Seal)

_____
Signature of Notary Public

My commission expires on the _____ day of _____, 20_____.

POWER OF ATTORNEY INSTRUCTIONS FOR SURETY

Certificate of Power of Attorney for Surety must be attached to this form and it must show that it was in full force and effect on bearing date (execution) indicated on the face of the bond. The raised corporate seal must also be affixed to the Power of Attorney.

1. Name of attorney in fact must be listed.
2. Power of Attorney may not exceed imposed limitations.
3. Certificate date, preferably the bearing date of bond, but not earlier than bearing date, must be entered.
4. Signature of authorizing official must be affixed to power of attorney.
5. Raised seal must be affixed to power of attorney.

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Jennifer Escobar

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to approve the Assessment and Collection Agreement with Hays County MUD # 12.
COHEN/ESCOBAR

Summary

The County Tax Office has been asked to collect assessment fees for Hays County MUD # 12.

Attachments

Hays County MUD #12 Collect & Assess
Hays County MUD #12 letter

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the Hays County Municipal Utility District No. 12, hereinafter called "District", and is entered into on this the 13th day of November, 2025, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from November 13, 2025 through September 30, 2027, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.

b. Mailing of current and all required delinquent tax statements.

c. Correction of tax bills as required.

d. Preparation of tax receipts.

e. Preparation of tax certificates.

f. Collection of current and delinquent taxes.

g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2026. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.

B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the

District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay

such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be $0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and $0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

Hays County Municipal Utility District No. 12

By: _____
Malcolm Young Brian, III
President, Board of Directors

Attest:

_____
Karen Hernandez, Assistant Secretary
Board of Directors

Hays County

By: _____
Ruben Becerra, County Judge

Attest:

_____
Elaine Cardenas, County Clerk

Approved:

_____
Jennifer Escobar
Hays County Tax Assessor-Collector

HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

November 13, 2025

Ms. Jennifer Escobar
Hays County Tax Assessor-Collector
712 S. Stagecoach Trail, Suite 1120
San Marcos, Texas 78666

Re: Hays County Municipal Utility District No. 12 (the "*District*")

Dear Ms. Escobar:

On behalf of the Board of Directors of the District, this letter is to request that the Hays County Tax Assessor-Collector assess and collect property taxes on the District's behalf, pursuant to the Assessment and Collection Agreement between the District and Hays County Tax Assessor-Collector approved by the Board on November 13, 2025.

Sincerely,

Malcolm Young Brian, III
President, Board of Directors

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Daphne Tenorio, Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to authorize Hays County Treasurer to obtain a credit card for an amount not to exceed $800.00 from the County depository bank. **BECERRA/TENORIO/HUNT**

Summary

The Hays Coutny Treasurer is requesting a Hays County credit card for making department purchases, travel reservations, and other miscellaneous expenses when a check request and/or purchase order is not an option for payment.

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Judge Jimmy Allan Hall

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize an amendment to the Jury Payment Donation Form to include the Hays County DWI & Drug Specialty Courts effective January 1, 2026. **BECERRA/HALL**

Summary:

The DWI & Drug Specialty Courts will roll out effective January 1, 2026 and is requesting an additional box be added to the online Juror Donation form. This will allow jurors the option to donate their jury service funds to these specialty courts in support of the program. These funds can then be utilized for, but not limited to, events such as commencements and incentives for the court participants. The addition of this box to the Juror Donation is free, as confirmed by the District Clerk and Tyler Technologies, and is included in Texas Government Code 61.003, which allows for the collection of funds for specific programs approved by the Commissioner's Court.

Fiscal Impact:

Amount Requested: None
Line Item Number: TBD

Budget Office:

Source of Funds: Donated Funds
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD if approved.
New Revenue Y/N?:
Comments:

AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Jeff McGill

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of a quote regarding implementing the Tyler Technologies Justice Case Access platform and amend the budget accordingly. **BECERRA/MCGILL/CALVERT**

Summary:

The Justice Case Access platform will give the public, attorneys, and self-represented litigants online access to court information, documents, and online payments.

Fiscal Impact:

Amount Requested: $27,913.00
Line Item Number: 001-680-00.5429/.5718_700

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds were budgeted during the FY26 budget process for this project. However, the one-time implementation costs need to be moved to a capital line item for asset purposes.
$7,913 - Increase Software_Capital 001-680-00.5718_700
($7,913) - Decrease Software Maintenance 001-680-00.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Pricing is still being validated
Comments: Sourcewell Contract 606024-TTI

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Tyler Tech Quote

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Hays County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 18, 2005 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached hereto as Exhibit 1 are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and continuing through the end of the then-current maintenance and support term under the Agreement. Thereafter, the term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Payment of fees and costs for such items shall conform to the following terms:

    a. Fees are invoiced on an annual basis, beginning on the first day of the first month following the Amendment Effective Date. Year 1 fees will be invoiced in an amount prorated for the period commencing on such date and continuing through the end of the then-current maintenance and support term under the Agreement. Subsequent fees will be invoiced annually in advance at Tyler's then-current rates.

    b. Professional services fees are invoiced monthly as incurred.

2. Client's use of Justice Case Access shall be subject to the additional terms and conditions attached to this Amendment as Exhibit 2.

3. The Tyler Software set forth in the Investment Summary is provided as subscription software and does not include perpetual rights. If Client does not pay the required annual fee in accordance with the terms stated above, Client's right to use the applicable software will be suspended unless and until payment in full has been made. Client's right to access or use the subscription software will terminate at the end of the subscription term.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Hays County, TX
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	John Galbraith
Quote Expiration:	1/25/26
Quote Name:	Proposal for Justice Case Access

Sales Quotation For:
Hays County
DISTRICT CLERK
San Marcos TX 78666-5534
Phone: +1 (512) 393-2204

Shipping Address:
111 E San Antonio St Ste 300
San Marcos TX 78666-5534

Annual / SaaS

Description	Annual
eSolutions	
Justice Case Access	$ 20,000
TOTAL	**$ 20,000**

Services

Description		Total	Maintenance
Project Management		$ 975	$ 0
	Project Services Sub-Total:	*$ 975*	*$ 0*
Setup, Configuration & Consulting		$ 6,475	$ 0
	Implementation Services Sub-Total:	*$ 6,475*	*$ 0*
Deployment		$ 463	$ 0
	Technical Services Sub-Total:	*$ 463*	*$ 0*
	TOTAL	**$ 7,913**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 20,000
Total Tyler Services	$ 7,913	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 7,913**	**$ 20,000**

Detailed Breakdown of Services (Included in Summary Total)

Description	Total	Annual Maintenance
Enterprise Justice		
Project Management -Enterprise Justice	$ 975	$ 0
Setup, Configuration & Consulting -Enterprise Justice	$ 6,475	$ 0
Deployment -Enterprise Justice	$ 463	$ 0
Enterprise Justice Total	*$ 7,913*	*$ 0*
TOTAL	$ 7,913	$ 0

Comments

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services. Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Exhibit 2
Justice Case Access Terms and Conditions

Justice Case Access will be provided subject to the following terms and conditions. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

SECTION A – DEFINITIONS

- **"JCA Agreement"** means these Justice Case Access Terms and Conditions.
- **"Documents"** means all documents Tyler makes available through Justice Case Access and any other public documents that you deem appropriate for access through Justice Case Access.
- **"Metadata"** means a set of data that describes and gives information about case records and the Documents.
- **"Principal Amount"** means the original amount paid by a consumer, excluding any transaction, convenience or other fees incurred for processing the payment.
- **"re:Search "** means Tyler's proprietary document search/retrieval repository whereby Users can search Metadata stored in the document search/retrieval repository to direct Users to court-stored documents as authorized by the stakeholders owning the records.
- **"Users"** means those users permitted to access Justice Case Access.

SECTION B – TERMS, ACCESS and OWNERSHIP

1. Justice Case Access Terms. Tyler will work with Client to implement Justice Case Access to make available court Documents and case information. The Client will guide and coordinate with Tyler as to the types of Documents, case information, security protocols, and functionality made available through Justice Case Access.

2. Integrated Method. Using standard APIs provided by us, you will integrate your case management system directly with Tyler's proprietary document search and retrieval repository known as re:Search, allowing court documents and information to be exchanged between your case management system, re:Search, and Justice Case Access. If a client is already integrated with a re:Search state site, no further integration efforts are needed for Justice Case Access. The integration allows security parameters to be exchanged, preventing unauthorized access to confidential court documents and records through Justice Case Access.

3. Ownership.

3.1. You retain all ownership and intellectual property rights to the Documents. Nothing in this JCA Agreement shall be deemed to vest in us any ownership rights in and to your Documents.

3.2. We reserve all rights not expressly granted to you in this JCA Agreement. We own the title, copyright, and other intellectual property rights in Justice Case Access.

4. Integrations with Third Parties. Tyler shall be permitted to integrate with third-parties for the purpose of sharing publicly available information through Justice Case Access.

SECTION C – FEES AND INVOICING

1. Justice Case Access Document Purchase Fees. Client may choose to assess fees for Users to purchase Documents through Justice Case Access. The cost to purchase Documents will be set by the Client and 100% of the Document purchase revenue collected will go to the Client. These Document purchase transactions are subject to payment processing convenience fees, described below, which are collected and consumed by Tyler to pay for conducting these Document purchase transactions.

2. Justice Case Access Payment Processing Convenience Fees. Tyler may assess a convenience fee to Users for each electronic payment transaction initiated that flows through Tyler's payments system when using a credit card, debit card or electronic check. Those convenience fees are set forth in Schedule 1 of this JCA Agreement. Your use of the payment card processing services provided through Justice Case Access is subject to the terms found at: https://www.tylertech.com/terms/payment-processing-agreement. By signing this Amendment, you agree you have read, understand, and agree to such terms.

SECTION D – GENERAL TERMS

1. No Warranty of Documents. You acknowledge that all Documents are received directly from you and that we do not edit, and cannot independently verify, the completeness or accuracy of the Documents or Metadata. All Documents retrieved through re:Search are provided on an "AS IS" basis. Neither party makes any representation or warranty related to the accuracy or completeness of any such Documents and shall have no liability arising from or relating to the same.

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Exhibit 2
Schedule 1
Merchant Payment Card Processing Fees

MERCHANT: Hays County, TX

JUSTICE CASE ACCESS PAYMENT PROCESSING FEES

Tyler shall assess a convenience fee to consumers for each electronic payment transaction initiated that flows through Tyler's payments system when using a credit card, debit card or electronic check. Those convenience fees are as follows:

Tyler shall assess a 2.95% convenience fee for each credit and debit card transaction, subject to a minimum fee of $1 per transaction.

Tyler shall assess a $1.00 convenience fee for each electronic check (eChecks) transaction.

Pricing and Fee Modification

a) By giving written notice to Merchant, Tyler may change the above fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges) or (ii) changes in pricing by any third party provider of a product or service used by Merchant. Such new prices shall be applicable as of the effective date established by the Association or third-party provider, or as of any later date specified in Tyler's notice to Merchant.

ACCEPTED CARD TYPES

Visa, MasterCard, Discover, Electronic Checks and American Express will be accepted.

CHARGEBACKS AND CREDITS

The disputed Principal Amount associated with chargebacks and other returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, the disputed Principal Amount associated with chargebacks or returns will be withdrawn from Tyler's account invoiced to Client.

AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Judge Jimmy Alan Hall, Judge Alicia Key

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to establish one new DWI & Drug Court Case Manager grade 120 and regrade the Paralegal slot 0274-010 to DWI & Drug Courts Administrator grade 122 effective January 1, 2026; and authorize equipment purchases for the new DWI & Drug Specialty Courts within the District Court & County Courts at Law and amend the budget accordingly. **BECERRA/INGALSBE/HALL/KEY**

Summary:

On April 8, 2025, the Commissioner's Court passed a resolution in support of creating a DWI & Drug Specialty Courts Program pursuant to Texas Government Code, Chapter 121 or under former law. The Hays County DWI & Drug Specialty Courts Program is a County Court and District Court specialized judicial initiative, designed to reduce substance-related offenses by providing an alternative to traditional sentencing. This joint endeavor focuses on rehabilitation rather than incarceration, targeting non-violent offenders with substance abuse disorders. Through judicial oversight, comprehensive treatment and community collaboration. This program is dedicated to enhancing public safety and reducing repeat offenses by providing a structured, accountability-driven program for qualifying individuals with drug and alcohol-related offenses.

The 483rd Judicial District Court Judge, County Court at Law #1 Judge and staff have been working on program guidelines, as well as the District Attorney's Office and are prepared to roll out the program. These positions will assist with assessing client needs, developing individualized treatment and service plans, and monitoring participant compliance with court orders, treatment, and testing. They act as a central point of contact, coordinating services between participants and other agencies, and advocating for clients to ensure they receive the necessary support to complete the program and address their substance-use issues.

Fiscal Impact:

Amount Requested: $53,648 (FY26)
Line Item Number: 001-612-25]

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds were set aside during the FY 2026 annual budget process to establish positions related to this Specialty Court.

Court Case Manager, grade 120		Paralegal grade 120 to Court Administrator grade 122		Budget Amendment		
55,299	Base Salary	66,620	Requested Salary, step 4	46,120	001-612-25.5021	Increase Staff Salaries
11,264	Fringe	60,426	Current Salary	2,859	001-612-25.5101_100	Increase FICA
12,370	Insurances	6,194	Difference	669	001-612-25.5101_200	Increase Medicare
78,933	Total Salary/Fringe	1,262	Fringe	5,866	001-612-25.5101_300	Increase Retirement
59,200	FY26 (eff 1/1/26)	7,456	Total Salary/Fringe	8,924	001-612-25.5160_400	Increase Medical Insurance
1,267	Laptop	5,592	FY26 (eff 1/1/26)	304	001-612-25.5160_500	Increase Dental Insurance
350	Scanner			50	001-612-25.5160_600	Increase Life Insurance
650	Data Supplies			1,000	001-612-25.5202	Increase Data Supplies
91	Adobe Pro			500	001-612-25.5211	Increase Office Supplies
500	Office Supplies			91	001-612-25.5429	Increase Software License
100	Phone License			100	001-612-25.5488	Increase Telephone License
750	Desk Phone & Service			750	001-612-25.5489	Increase Telephone Expense
62,908	FY26 Request	68,500	Total New Position & Regrade	1,267	001-612-25.5712_400	Increase Computer Eqpt_Ops
			plus equipment	(68,500)	001-645-00.5091	Decrease Co-Wide Salary Adjustments

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: All equipment purchases will be reviewed to ensure Purchasing Policy is followed.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Jennifer Doinoff, Elections Administrator

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the Election's Office to hire the Elections Administrative Specialist approved in the FY2026 annual budget process effective May 1, 2026 to be effective January 16, 2026 utilizing the Election Contract Fee Fund and amend the budget accordingly. **HAMMER/DOINOFF**

Summary:

The Election Administrator would like authorization to hire the Elections Administrative Specialist effective January 16, 2026 that was approved in the FY26 budget. This position was requested for an October 1, 2025 effective date in order to have an opportunity to hire and train prior to the primary election period. Due to limited funding in the General Fund, the position was approved with an effective date on May 1, 2026. The Election Administrator has special revenue funds that she is willing to utilize in order to bring this position on early. This would be an asset within the department to have this position in place prior to the primary election.

Fiscal Impact:

Amount Requested: $19,671
Line Item Number: 002-655-00]

Budget Office:

Source of Funds: Election Contract Fee Fund
Budget Amendment Required Y/N?: Yes
Comments: Funding is available within the Special Revenue Fund to cover this request if approved. The position would be paid out of this fund until the May 1, 2026 effective date and would then be moved to the General Fund as approved.

Elections Administrative Sp, gr 118	
50,158	Base Salary Annualized
35,529	Requested (eff 1/16/26)
20,899	Budgeted (eff 5/1/26)
14,629	Salary Difference
2,980	Fringe
2,062	Insurances (2 mos-3/1- to 5/1))
19,671	Total Funds Required

Budget Amendment		
14,629	002-655-00.5021	Increase Staff Salaries
907	002-655-00.5101_100	Increase FICA
212	002-655-00.5101_200	Increase Medicare
1,861	002-655-00.5101_300	Increase Retirement
1,983	002-655-00.5160_400	Increase Medical
68	002-655-00.5160_500	Increase Dental
11	002-655-00.5160_600	Increase Life
(19,671)	002-655-00.5446	Decrease Election Expense

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?:
Comments:

AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: BOUTTE/HIPOLITO

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the acceptance of a grant award from the Texas Comptroller, Rural Law Enforcement - Sheriffs Office grant program in the amount of $500,000.00. **INGALSBE/BOUTTE/HIPOLITO**

Summary:

Senate Bill 22 (SB22) establishes a grant program to support law enforcement agencies. Hays County is eligible for $500,000 through the Sheriffs Office program due to the population size. There are no match requirements for this grant and funds can be used to support minimum salary amounts and safety equipment purchases.

Grant number IA-0000002322
Grant period: 10/01/2025 - 09/30/2026

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-618-99-214]

Budget Office:

Source of Funds: Texas Comptroller of Public Accounts
Budget Amendment Required Y/N?: No
Comments: Grant funds budgeted during the FY26 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Safety Equipment purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Intergovernmental revenues were included in the FY26 annual budget
Comments:

Attachments

Grant Agreement

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Grant Agreement
Rural Sheriff's Office Salary Assistance Program
Award # IA-0000002322

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Hays County ("Grantee") located at 712 S. Stagecoach Trail, San Marcos, TX 78666. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

I. Recitals

Whereas, the 88th Texas Legislature (Regular Session) passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Section 130.911 of the Local Government Code;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.911 of the Local Government Code. This Agreement is funded by state funds appropriated by the State Legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of $500000.00 to be disbursed to Grantee for the purposes of funding a Rural Sheriff's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Part V of this Agreement (Authorized Uses of Grant Funds; Limitations);
2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Section 130.911 of the Local Government Code; the provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D;
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant;

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4. Grantee may not reduce the amount of funds provided to the sheriff's office because of grant funds provided under this Agreement; and
5. Grant funds may only be used for the state purpose of ensuring professional law enforcement throughout the state.

IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30 2026, unless terminated earlier in accordance with other provisions of this Agreement.

V. Authorized Uses of Grant Funds; Limitations

A. **Authorized Uses.** Grant funds may only be used to provide a minimum annual salary of at least:

1. $75,000 for the county sheriff (as defined by 34 TAC §16.300(2));
2. $45,000 for each deputy sheriff (as defined by 34 TAC §16.300(3)) who performs motor vehicle stops in the routine performance of their duties; and
3. $40,000 for each jailer (as defined by 34 TAC §16.300(9)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county.

B. **Additional Authorized Uses.** So long as each county sheriff that meets the definition in 34 TAC §16.300(2), each deputy sheriff that meets the definition in 34 TAC §16.300(3), and each county jailer that meets the definition in 34 TAC §16.300(9), regardless of hiring date, receives the respective minimum salary described by Section V.A. of this Agreement, grant funds may also be used:

1. to increase the salary of a person described by Section V.A of this Agreement;
2. to hire additional deputies or staff for the sheriff's office; or
3. to purchase vehicles (as defined by 34 TAC §§16.300(16)), firearms, and safety equipment (as defined by 34 TAC §16.300(14)) for the sheriff's office.
    a. Vehicle leases are allowable under this Agreement only if Grantee:
        i. has the right to purchase the vehicle upon performing conditions stated in the lease agreement; and
        ii. has an immediate right to possess the vehicle.

C. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by Section V.A of this Agreement, Grantee may use grant funds to increase the salaries of the persons described in Section V.A on a pro-rata basis.

D. **Allowable Costs for Salary Increases.** For salary increases required to bring a salary to a minimum annual salary described in Section V.A of this Agreement, and salary increases described in Section V.B.1:

1. The cost of providing a salary increase includes:
    a. the amount by which the salary increases;
    b. excluding benefits and taxes paid for overtime pay, the amount by which the legally required nonmonetary benefits and taxes for that employee increases as a result of the salary increase, including:
        i. the increase in the employer's share of payroll taxes; and

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ii. if applicable, any increase in the employer's share of retirement contributions.

2. The cost of providing a salary increase does not include:

   a. overtime pay;

   b. compensatory time pay that is paid out;

   c. longevity pay; or

   d. any legally required nonmonetary benefit that is not calculated as a percentage of salary or wages.

3. The increase in a salary is measured based on the salary provided on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.

4. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if the Grantee provides the minimum annual salary required by Section V.A of this Agreement, if applicable. Grantee may not reduce a salary below a minimum salary required by Section V.A in order to use grant funds for legally required nonmonetary benefits and taxes for that salary.

E. **Allowable Costs for New Employees.** For additional employees hired under Section V.B.2 of this Agreement:

1. The cost of hiring the additional employees includes:

   a. the salary, which, if applicable, must meet the minimum annual salary required by Section V.A of this Agreement; and

   b. the legally required nonmonetary benefits and taxes for that employee, including:

      i. the employer's share of payroll taxes;

      ii. if applicable, the employer's share of retirement contributions; and

      iii. if applicable, the employer's share of health insurance premiums.

2. The cost of hiring the additional employees does not include:

   a. overtime pay;

   b. compensatory time pay that is paid out; or

   c. longevity pay.

3. Determination of whether an employee is an additional employee is based on whether the position existed on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.

4. For the additional position to be eligible for salary increases funded by the Grant, it must be an eligible salary increase under Section V.B.1 of the Agreement.

F. **Minimum Hourly Wage Calculation.** If a person described in Section V.A of this Agreement is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in Section V.A and another position, the minimum annual salary required by Section V.A. may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in Section V.A as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:

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a. the minimum annual salary Section V.A; and

b. a quotient:

i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each week, not to exceed 40; and

ii. the denominator of which is equal to 40; and

2. for an employee with a county adopted work period as authorized by the Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:

a. the minimum annual salary described in Section V.A; and

b. a quotient:

i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and

ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.

G. **Salary Increase on Hourly-Wage Basis.** A person whose salary increase may be paid with grant funds under Section V.B.1 of this Agreement may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.

H. **Temporary Employees.** Grantee may hire an employee with a predetermined termination date but may not use grant funds for contract labor.

I. **Administrative Costs.** Neither indirect costs nor direct administrative costs of Grantee are allowable under the Agreement.

J. **Expenditure of Grant Funds.** Subject to Section VI.D of this Agreement (Pre-award Costs), Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds in accordance with 34 TAC §16.303(d).

VI. Payment

A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.

B. **Deposit of Funds**. Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.

C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

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D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs are allowable under the terms of this Agreement.

E. **Return of Unspent Funds.** Grantee agrees to return to Comptroller any unspent grant funds upon termination or expiration of the Agreement, and Grantee will return any such funds in accordance with Comptroller instructions.

VII. Reporting and Compliance

A. **Compliance Reports**. Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.

B. **Remedies for Non-Compliance**. If Comptroller finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III, Sections 1 through 4, Comptroller may:

1. require Grantee to cure the failure to comply to the satisfaction of Comptroller;
2. require Grantee to return the grant funds or a portion of the grant funds;
3. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
4. disallow all or part of the cost of the activity or action that is not in compliance;
5. terminate the Agreement in whole or in part;
6. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
7. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

VIII. Equipment

Equipment purchased with grant funds is subject to the use, management, and disposition requirements of Texas Grant Management Standards. See Texas Grant Management Standards, Equipment, for applicable requirements. Grantee must obtain written disposition instructions from Comptroller when equipment acquired under the award is no longer needed, unless the per unit fair market value of the equipment is less than $10,000. Firearms, whether equipment or supplies, are Controlled Assets, as defined by TxGMS, and must be tracked and secured by Grantee.

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IX. Indemnification

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

X. General

A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

B. **Texas Public Information Act.** Grantee understands that Comptroller will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.

D. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information

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the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.

F. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

G. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

H. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

I. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

J. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

K. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

L. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

M. **Governing Law and Venue.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

N. **Termination for Convenience.** Comptroller may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. Comptroller's termination for convenience under this section may be for any reason or no reason at all.

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XI. Certifications, Representations, and Warranties

Grantee certifies its compliance with and otherwise acknowledges the following and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

A. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.

B. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by Comptroller and the State of Texas with respect to the use of Grant funds.

C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

E. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of Comptroller, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of Comptroller, or (3) a person who employs a current or former executive head of Comptroller.

F. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to Comptroller.

G. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

H. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

Docusign Envelope ID: 7328A9D3-34DF-4540-A04B-477496E3BBAA

I. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

J. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

K. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

L. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

M. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to Comptroller.

N. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

XII. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

Docusign Envelope ID: 7328A9D3-34DF-4540-A04B-477496E3BBAA

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Hays County
712 S. Stagecoach Trail
San Marcos Texas 78666

Contact Person: Ruben Becerra
County Judge
712 S. Stagecoach Trail
San Marcos Texas 78666
judge.becerra@hayscountytx.gov
5123932205

XIII. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

By: _____
Name
Deputy Comptroller

Date: _____

Grantee

By: _____
Ruben Becerra
County Judge

Date: _____

Certificate Of Completion

Envelope Id: 7328A9D3-34DF-4540-A04B-477496E3BBAA
Status: Sent
Subject: Rural Law Enforcement Grant Agreement
Source Envelope:
Document Pages: 10
Signatures: 0
Envelope Originator:
Certificate Pages: 4
Initials: 0
Heather Hampton
AutoNav: Enabled
Heather.Hampton@cpa.texas.gov
EnvelopeId Stamping: Enabled
IP Address: 18.253.242.236
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
11/24/2025 1:23:40 PM
Holder: Heather Hampton
Heather.Hampton@cpa.texas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Salesforce-PROD
Location: Docusign

Signer Events	Signature	Timestamp
Ruben Becerra judge.becerra@hayscountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/24/2025 3:32:30 PM ID: 6faea181-26d9-4c3b-8ee6-2a9c57b6f673		Sent: 11/24/2025 1:24:15 PM Viewed: 11/24/2025 3:32:30 PM
Lisa Craven lisa.craven@cpa.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/26/2024 10:14:36 AM ID: d0daaa94-1252-47fe-afac-dfed056dfa5a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2025 1:24:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.

AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: BOUTTE

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to approve a resolution regarding the submission of a grant application to the Texas Water Development Board, Flood Infrastructure Fund Grant Program. **BECERRA/BOUTTE**

Summary

On October 14th, the Commissioners Court approved the intent to apply form to the Texas Water Development Board Flood Infrastructure Fund grant program as well as the associated match. This resolution will be submitted to the Texas Water Development Board as part of the full application package.

Attachments

Application Affidavit
Resolution

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF _____ §

APPLICANT _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____as the Authorized Representative of the _____, who being by me duly sworn, upon oath says that:

1. The decision by the_____(authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the_____(authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The _____(authority, city, county, corporation, district) has no litigation or other proceedings pending or threatened against it that would materially adversely affect its financial condition or ability to issue debt.

4. The_____(authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

_____.

5. The_____(authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

6. The _____(authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

7. The_____(authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title:_____

SWORN TO AND SUBSCRIBED BEFORE ME, by_____,

on this_____day of_____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

Application Filing and Authorized Representative Resolution

A RESOLUTION by the _____ of the _____ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE _____ OF THE_____:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $_____ to provide for the costs of _____.

SECTION 2: That _____ be and is hereby designated the authorized representative of the _____ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the _____ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____
_____

Engineer: _____
_____

Bond Counsel: _____
_____

PASSED AND APPROVED, this the __16TH ___ day of____December_____, 2025___.

ATTEST: _____ By:_____

(Seal)

AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: BOUTTE

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to ratify the submission of a grant application to the Texas Department of Housing and Community Affairs in the amount of $100,000.00. **COHEN/BOUTTE/BROWN**

Summary

The Texas Department of Housing and Community Affairs (TDHCA) is soliciting applications to the 2026 Community Services Block Grant (CSBG) Discretionary Funds for the Reentry Activities Pilot Program. TDHCA expects to make 4 awards fo $100,000.00 each. The Mental Health Court program has submitted an application to help program participants obtain permanent housing. There is no match required for this grant. The application was submitted to TDHCA in order to comply with the December 10th deadline.

Attachments

Application

CSBG Re-Entry Program Steps

Step 1: Find Eligible Clients

Clients must be from target demographic = exited jail/prison within 36 months from date of application.
Clients must have income level at or below 200% FPIG or below.
Clients should be a candidate capable of maintaining ongoing rental expenses.
Documentation needed:

- Completed intake application to capture all required demographics;
- Complete income documentation to comply with 10 TAC §6.4.

Step 2: Find Eligible Housing

Find property owners/managers that are willing to participate in the program.
Rent amount for applicable housing cannot exceed 120% of Fair Market Rent (FMR).
Unit must pass a basic inspection prior to lease start date (inspection details will be provided).
Documentation needed :

- Unit inspection documentation.

Step 3: Use Program Funds to Help Obtain Housing

Use funds for applicable incentives to help secure housing for client.

- Landlord incentives
  - § Up to $1500 for 6 month lease; up to $2000 for 12 month lease
- Housing Application Fees
- Deposit Payments: security, utility
- Damage Coverage
- Unexpected Vacancy Coverage
- High Risk Administrative Costs (must be associated with regular business practices): security deposit insurance, renter's insurance
- Rental Assistance: first 4 months assistance max OR up to 4 months of rental arrears assistance to avoid/prevent eviction (formal eviction must have been filed

Documentation needed :

- Copy of signed lease;
- Eviction documentation (if applicable)
- Payment documentation from Subrecipient to property owner/manager/etc.
  - § EX: payment determination process, general ledger, copy of canceled check, check clear date, etc.

Unallowable direct client expenses.

- Transitional housing expenses
- Hotel/Motel expenses
- Furniture expenses
- Transportation Expenses
- Startup kits
- Gift cards
- Utility Payments
- Clothing
- Food
- Bad Debt
- Costs of Proceedings against a federal, state, or local governmental en

Step 4: Accurate Reporting

Complete and submit Monthly Expenditure Reports (MERs) and Monthly Performance Reports (MPRs) on time through the Community Affairs Contract System.

Regulations:

As applicable:

2 CFR Part 200
Texas Grant Management Standards 2.0
Texas Administrative Code (Chapters 1, 2, & the applicable sections in Chapter 6)
Program Contracts (if awarded)

NOFA for CSBG Discretionary Funds for Reentry Activities
Instructions

Instructions:	In the following tabs, please complete all cells highlighted in yellow.

Sections	
Section A	Applicant Information Form
Section B	Application Questions: Parts 1 - 3
Section B.1:	Experience
Section B.2:	Prior Performance
Section B.3:	Proposed Reentry Services/Activities
Section B.4:	Budget
Section B: Total Score	Scoring Summary
Attachment C	Audit Information
Attachment D	Uniform Previous Participation Form
Attachment E	Certifications Regarding Legal Actions, Debarment & Compliance with Laws
Attachment F	Private Nonprofit Organization's Tax-Exempt Status Documentation
Attachment G	Applicant Certifications
Attachment H	PRWORA
Attachment I	Fidelity Bond Coverage

NOTE: Applications will be terminated for those applications with deficiencies not cured within three business days of the deficiency notice. Please refer to the NOFA, Application Review Process, Section 6b for details.

NOTE: All documents, including attachments, should clearly identify to which application question the document pertains. If the response to an application question has an attachment, ensure that the separate document clearly identifies the question number. If the Department is unable to clearly determine which question the response belongs to, the applicant may not receive the correct number of points.

NOFA for CSBG Discretionary Funds for Reentry Activities Section A - Applicant Information Form	
Contact Details	
Legal Name of Agency:	**Hays County**
Mailing Address *(Include City & ZIP Code)* :	**712 S Stagecoach Trail, San Marcos, TX 78666**
Agency Email:	grants@hayscountytx.gov
County of Headquarters Office:	**Hays**
Agency Phone:	**512 749 1161**
Agency Fax:	
Authorized Representative Information	
First, Middle and Last Names:	**Ruben Becerra**
Prefix:	
Title:	**Chief Executive Officer**
Email:	judge.grantcontracts@hayscountytx.gov
Phone number:	**512 393 2205**
Finance Chief Information	
First, Middle and Last Names:	**Marisol Villarreal-Alonzo**
Prefix:	
Title:	**County Auditor**
Email:	marisol.alonzo@hayscountytx.gov
Direct phone number:	**(512) 393-2283**
Information of Person to Contact with Application Questions	
First, Middle and Last Names:	**Simone Corprew**
Prefix:	
Title:	**Grants Coordinator**
Email:	simone.corprew@hayscountytx.gov
Direct phone number:	**512 749 1161**
Application and Organization Details	
Type of organization: (Choose the one which applies)	☐ Private Nonprofit Organization ☐ Public Housing Authority ☐ Local Mental Health Authority ☑ Unit of General Local Government ☐ Regional Council of Governments
List the dates of the organization's current Fiscal Year: (Provide Mo/Yr to Mo/Yr)	**10/2025 to 09/2026**
Unique Entity Identifier (UEI) (if available):	**RH4DFY1GC2R3**
List your organization's service area, by county:	**Hays**
NOTE: To draw funds, Subrecipient must be registered in the System for Award Management. If you are not registered, go to http://federalcontractorregistry.com/ to renew, update or create a new registration.	

NOFA for CSBG Discretionary Funds for Reentry Activities	
Applicant Name:	Hays County

Instructions:

When responding to the questions in Section B: 1.1 - 1.5:

1. Attachments: Applicant must complete all areas highlighted in **yellow** and upload attachments according to the instructions found on the submission page.

2. Responses: If the response is provided in a separate document, please ensure that the response is uploaded as the appropriate entry in the submission. If the Department is unable to clearly determine which question the response pertains to, the applicant may not receive points for their response.

3. Years of Experience: When responding to years of experience, if the experience is 6 months or greater, round your response up to one year. If it is less than six months, do not. For example: 1 year 5 months would be 1 year and 1 year 6 months would be 2 years.

4. All applicants must complete all parts of the application questions.

Section B.1: Experience

Section	Question	Scoring Mechanism	Maximum Points	Self-Score	Reviewer 1 (TDHCA use only)	Reviewer 2 (TDHCA use only)
1.1	The applicant's experience administering other state or federally funded programs subject to 2 CFR Part 200 or UGMS/TXGMS (currently administered directly by applicant) during the past 10 years. Other grant funds from the Texas Department of Housing and Community Affairs (TDHCA), **EXCLUDING** the CSBG Discretionary Re-Entry grant, are to be included. If applicant received the grant for more than one fiscal year, include number of years it was received.	State or federally funded grant programs administered: Note: A maximum of 20 points will be awarded. • 2 point for each state or federally funded program administered **Note**: Points will not be given for current TDHCA CSBG Discretionary Re-Entry grant.	**20**	20		

Table 1.1 In the table below, list all current state or federally funded grant programs administered directly by the applicant and the number of years administering the grant (indicate each grant source only once), including TDHCA funds. Add additional pages as necessary.

Grant Name	Funding Entity Providing Award	Purpose of Award	# Years of Award	Federal or State Funds (Y/N)
Public Health Emergency Preparedness Grant	Texas Department of State Health Services		8	**Yes**
Emerging and Acute Infectious Disease Unit (EAIDU/SUR)	Texas Department of State Health Services		11	**Yes**
Immunizations/Locals	Texas Department of State Health Services		11	**Yes**
Strengthening Public Health Infrastructure Grant (PHIG)	Texas Department of State Health Services		3	**Yes**
Regional Local Services System/Local Public Health Services	Texas Department of State Health Services		11	**Yes**
Assisted Outpatient Treatment Grant Program	Substance Abuse and Mental Health Administration		2	**Yes**
Edward Byrne Justice Assistance Grant Program	Department of Justice		8	**Yes**

Section	Question and Response	Scoring Mechanism	Maximum Points	Self-Score	Reviewer 1 (TDHCA use only)	Reviewer 2 (TDHCA use only)

1.2	**FOR CURRENT CSBG-D RE-ENTRY SUBRECIPIENTS ONLY:** In the most recently funded CSBG-D Re-Entry contracts, has the applicant failed to submit their monthly performance and/or monthly expenditure reports to the Department by the due date (August - November 2025)? *If applicant does not currently have CSBG-D Re-Entry funding, leave blank; self score = 0.* **Response**: If some were submitted late, list which type of report (expenditure or performance), and which months below in highlighted area:	If Department records show late submissions of performance or expenditure reports during the most recently funded CSBG-D Re-Entry contracts (August - November 2025): Deduct 2 points per late submission. EX: 1 late expenditure report + 1 late performance report = -4 points No late submissions = 0 points	**(points to be deducted based on review)**			
1.3	**FOR CURRENT CSBG-D RE-ENTRY SUBRECIPIENTS ONLY:** Provide the following information reported on your organization's current expenditure reports of CSBG Discretionary funds for the most recently completed TDHCA CSBG Discretionary contract, through November 2025 (due 12/15/24). *If applicant does not currently have CSBG-D Re-Entry funding, leave blank; self score = 0.* **Response**: Enter your expenditure level through November 2025 Monthly Expenditure Report:	Max 15 total points: Expenditure Reporting through November 2025 (58.33% of contract term): Spent less than 15% of contract = -15 points Spent 15-35% of contract = 0 points Spent 36+% of contract = 15 points **Note:** The Department will verify from our records.	**15**			
1.4a	**FOR CURRENT CSBG-D RE-ENTRY SUBRECIPIENTS ONLY:** Provide the following information reported on your organization's current performance reports of CSBG Discretionary funds for the most recently completed TDHCA CSBG Discretionary contract, November 2025 (due 12/15/24); use data from November MPR, FNPI 4.b. *If applicant does not currently have CSBG-D Re-Entry funding, leave blank; self score = 0.* **Response**: Enter the target number and the reported number in FNPI 4.b from your November 2025 Monthly Performance Report:	Max 15 total points: Performance Reporting through November 2025 (58.33% of contract term): Served less than 15% of projected performance target = -15 points Served 15-35% of projected performance target = 0 points Served 36+% of projected performance target = 15 points **Note:** The Department will verify from our records.	**15**			
1.4b	**FOR PREVIOUS CSBG-D RE-ENTRY SUBRECIPIENTS ONLY:** Provide the following information reported on your organization's final performance reports of CSBG Discretionary funds for the most recently completed TDHCA CSBG Discretionary contract. Use data from MPR, FNPI 4.b. *If applicant did not have a previous CSBG-D Re-Entry funding, leave blank; self score = 0.*	Max 15 total points: Performance Reporting through Final Report: Served less than 20% of projected performance target = -15 points Served 20-60% of projected performance target = 0 points Served 60+% of projected performance target = 15 points **Note:** The Department will verify from our records.				

	Response: Enter the target number and the reported number in FNPI 4.b from your Final Monthly Performance Report:	**Note:** The Department will verify from our records.				
Section	**Question**	**Scoring Mechanism**	**Maximum Points**	**Self-Score**	**Reviewer 1 (TDHCA use only)**	**Reviewer 2 (TDHCA use only)**
1.5	Provide the following information on the experience in serving the target population, which for this application is defined as individuals who have recently (within the past 42 months) exited jail, prison, or transitional housing. ***This information should NOT include any work done with the existing CSBG-D Re-Entry contract.***	In assigning points, reviewer will consider: A maximum of 200 total points may be awarded: (a) + (b) + (c) + (d). Additional support should be provided in rows 39-61 below. **a**. A maximum of 30 points may be awarded for providing direct transitional assistance to the targeted population: 10 points for 2 years of experience; **20** points for 3-4 years; 30 points for 5+ years. **b**. Provide points for the number of unduplicated persons, within the targeted population, served with direct assistance in the past calendar year: 1-15 persons award 5 points; 16-29 persons award 10 points; 30-45 persons award 20 points; 46 - 60 persons award **30** points; 61+ persons award 40 points **c.** 10 points will be awarded for each service provided, with a maximum of **50** points possible. **d.** 10 points will be awarded for each additional service currently being provided, with a maximum of **80** points possible.	**200**	160		

In the space below, provide a detailed description of relevant prior experience providing services related to aiding individuals in the target population. Must indicate whether the experience was targeted to providing services to formerly incarcerated populations. If services were provided only to the general population, explain such. Include information on staff qualifications and capacity to meet the needs of the target population. Include any potential experience working with landlords, property managers, and other housing providers.

The Hays County Mental Health Court (MHC) program has been working with formerly incarerated individuals with Serious Mental Illness (SMI) for 3.5 years. The MHC program provides case management services with a holistic view in order to help individuals get abck on their feet and successfully complete the court program. This varies on a case by case basis, but can include assistance finding employment, substance abuse counseling, placement in housing options such as transitional housing, sober living, or assistance finding more permanent housing. If awarded funds, Hays County would contract with an individual who has experience working with landlords and property managers in Hays County doing rapid rehousing to do case management and outreach to landlords. The Court Administrator is a Licensed Clincial Social Worker with experience working with both the jail population and individuals who have been recently released.

a. In the space below, provide the number of years (include particular years i.e. 2016-2025) of relevant experience providing transitional assistance to the target population. Examples of transitional assistance: GED assistance, employment training, transportation help, housing assistance, personal documentation collection (driver's license, ID, etc.), etc. This information should NOT include any work done with the existing CSBG-D Re-Entry contract.

4 years. June 2022 - December 2025 (ongoing)

b. In the space below, provide the number of unduplicated individuals in the target population that were served with some form of transitional assistance by the applicant between January 1 - December 31, 2025. This information should NOT include any work done with the existing CSBG-D Re-Entry contract.

56

c. In the space below, indicate how many of the direct housing services, listed below, you **CURRENTLY** offer to the target population. This information should NOT include any work done with the existing CSBG-D Re-Entry contract. List the total volume of people helped with those service(s), as well as the total volume of people from the targeted demographic who were helped with those service(s) within the last 12 months. Please upload support documentation to substantiate data reported as part of the application.

Direct Housing Services	Total Unduplicated Persons Served	Unduplicated Persons Served from Targeted Population	% of Targeted Population Assisted
Sober Living/Transitional Housing	15	15	100.00%
Utility Assistance	1	1	100.00%
Rental Assistance	1	1	100.00%
Application/Security Deposit Fees	0	0	#DIV/0!
Moving Costs	0	0	#DIV/0!

d. If you **CURRENTLY** offer other transitional assistance services, describe all your services below. Examples of transitional assistance: GED assistance, employment training, transportation help, housing assistance, personal documentation collection (driver's license, ID, etc.), etc. This information should NOT include any work done with the existing CSBG-D Re-Entry contract. List the total volume of people helped with those service(s), as well as the total volume of people from the targeted demographic who were helped with those service(s) within the last 12 months. Please upload support documentation to substantiate data reported as part of the application.

	Direct Housing Services	Total Unduplicated Persons Served	Unduplicated Persons Served from Targeted Population	% of Targeted Population Assisted
Service Provided:	Employment Support	13	13	100.00%
Service Provided:	Education Support	3	3	100.00%
Service Provided:	Benefit Navigation/Linkage to Health Insurance Broker	11	11	100.00%
Service Provided:	Linkage to food and clothing resources	7	7	100.00%

Service Provided:	ID Recovery	4	4	100.00%
Service Provided:	Transportation Assistance	16	16	100.00%
Service Provided:	Detox/Intentsive Outpatient Program/Rehab	14	14	100.00%
Service Provided:	Peer Support	12	12	100.00%

250	**180**	**0**	**0**

NOFA for CSBG Discretionary Funds for Reentry Activities
Section B.2: Prior Performance

Applicant Name:	**Hays County**

Section B.2: Prior Performance

Section	Question	Scoring Mechanism	Maximum Points	Self-Score	Reviewer 1 (TDHCA use only)	Reviewer 2 (TDHCA use only)
2.1	In the table below, list all funded programs administered and monitored in the past **3** years. Provide copies of the most recent monitoring reports for each of the programs listed in response to question 1.1. If the grant has **not been monitored**, provide information on the name of agency providing funds, contact name, email and phone number and an explanation as to why it hasn't been monitored. Provide follow-up responses from funding agency and your organization to demonstrate resolution of monitoring findings/deficiencies. If follow-up response has not been released, explain. Deficiencies are those which identify issues related to fraud, waste, abuse, or financial irregularity, or <u>significant</u> non-compliance with either federal rules, state regulations/rules including, but not limited to 2 CFR Part 200 or Uniform Grant Management Standards/Texas Grant Management Standards.	Number of monitoring concerns, findings/deficiencies (or other comparable terms), and disallowed costs identified in monitoring reviews of federal and state funded programs. No maximum point deduction for (1)-(6) below. (1) for each concern, deduct -1 point (2) for each finding which is not significant, deduct -3 points: (3) for each finding which is significant, deduct -5 points. Significant findings are those such as ones related to questioned costs or potentially ineligible costs related to client financial assistance due to ineligible clients or cost allocation issues: (4) For each monitoring report of any State or federal funds which had disallowed costs under $1000, deduct -2 points, in addition to point deductions related to (2) and (3) above. (5) For each monitoring report of any State or Federal funds which had disallowed costs $1,000 and above, deduct -5 points, in addition to point deductions above. (6) Applicant shows history of not cooperating with or not submitting TDHCA requested monitoring documentation in the past 3 years: Deduct -10 points per fund source of non-cooperation. **Note**: If monitoring report and follow-up responses are not attached and/or explanatory information as to why a monitoring report is not provided: Deduct -5 points per funded program. If a monitoring report is not attached and/or explanatory information is not provided: Deduct -5 points per grant. Maximum point deduction -20 points total for missing documentation.	**(points to be deducted based on review)**			

Table 2.1 (Instruction: Please provide copies of the most recent monitoring reports for each funding source. If the grant has not been monitored in the past 36 months, provide a document from the funding source to that effect. Scan all monitoring reports into one document and include a cover page labeled as "Documents in response to Question #2.1.")

		# of Concerns	Copy of Report attached (Y/N)	

Funding Source	Name of Most Recent Monitoring Report	# of Findings/Deficiencies	Date of Last Monitoring (MM/DD/YY)	Amount of Disallowed Costs

Section	Question and Response	Scoring Mechanism	Maximum Points	Self-Score	Reviewer 1 (TDHCA use only)	Reviewer 2 (TDHCA use only)
2.2	Has the applicant been placed on a modified cost reimbursement basis of payment for TDHCA Community Affairs funded programs during the past 3 years (a contract sanction whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs)? **Response:** Select Yes or No in the drop down menu of the cell below: **No** Is the applicant currently on a modified cost reimbursement method of payment for TDHCA funded programs? **Response:** Select Yes or No in the drop down menu of the cell below:	Applicant's history of being on a modified cost reimbursement method of payment for TDHCA Community Affairs Division funded programs. • Yes, during the past 3 years: Deduct -10 points • Yes, currently on modified cost reimbursement: Deduct -20 points • No, not during the past 3 years: 0 point deduction	**(points to be deducted based on review)**	0		

	No					
Section	**Question and Response**	**Scoring Mechanism**	**Maximum Points**	**Self-Score**	**Reviewer 1 (TDHCA use only)**	**Reviewer 2 (TDHCA use only)**
2.3	Audit: Submit the most recently completed Single Audit or third-party audit. Also include management letters and responses to management letters as applicable. Submit/upload with Attachment C. If the audit indicates that the findings/questioned costs, disallowed costs, or internal control deficiencies/ concerns, are the same as those raised in the monitoring reports already addressed in Section 2.1, the application will not lose points in both areas for those items. Section 2.1 will be scored first, and any additional point deductions will be applied here. An organization *not* subject to either the Federal or the State Single Audit requirements must submit one copy of a third-party audit of financial statements prepared by a Certified Public Accountant, including any notes to the audit. Submit/upload with Attachment C. Private Nonprofit Organizations that have expended less than $750,000 in Federal or State funds and who have received LIHEAP or CSBG funds from the Department in the last fiscal year are not required by federal or state law to have an audit and therefore are not required to submit a separate audit with this RFA. For these organizations, Section 2.1 will suffice as the scoring tool to be used for prior performance.	Three Scoring Areas: 1. Audit Findings for most recent audit period • Audit with no findings: 0 points • Audit with some findings (not significant): -5 points • Audit with significant findings (Note that significant findings/deficiencies may deem an application ineligible: -10 points 2. Disallowed Costs for current audit period • No disallowed costs: 0 points • Questioned costs: -5 points • Disallowed costs (significance based on other than minor administrative error): -10 points if disallowed costs are 10% or more of the related grant award. If below 10% of the related grant award, deduct -7 points. 3. Internal Control Deficiencies or Material Weakness for current audit period • No internal control deficiencies or material weakness or concerns: 0 points • Material weakness(es) identified: - 5 points • Significant Internal Control Deficiency(ies) identified: -10 points • Internal Control Deficiencies identified: -5 points 4. Single Audit has not been completed and is overdue (do not deduct points if an extension is allowed due to COVID-19): -20 5. If applicant does not meet threshold for completing a Single Audit and has not had a third-party audit of financial statements prepared by a Certified Public Accountant, deduct -20 points.	**(points to be deducted based on review)**	0		
				0	**0**	**0**

NOFA for CSBG Discretionary Funds for Reentry Activities
Section B.3: Proposed Reentry Services/Activities

Applicant Name:	**Hays County**

Section B.3: Proposed Reentry Services/Activities

Section	Question	Scoring Mechanism	Maximum Points	Self-Score	Reviewer 1 (TDHCA use only)	Reviewer 2 (TDHCA use only)
3.1	**In the table below,** briefly describe the allowable initiatives and how your organization will implement the proposed initiatives and evaluate progress on accomplishing what is proposed.	**Evaluation of Initiative:** Review plan to evaluate proposed initiative and award points as follows: Evaluation plan should include, but not be limited to, identification of the tasks, steps to accomplish tasks, planned outreach methods, method of evaluating success, and frequency of evaluation. • Award up to 10 points for each of the listed activities to be offered below. Max of 70 points if applicant has a well laid out plan for the program, with appropriate methods for outreach and internal evaluation and will be providing 7 of the 7 possible services. *Example:* if applicant is currently providing, or proposing, 3 of the 7 possible services = 30 points.	**70**	50		

3.1 Table

Evaluation Process - In second column, identify and describe which activities/services you intend to provide; 3) In third column, identify the steps to accomplish the activity/service; 4) In fourth column, describe planned outreach methods to reach target population with proposed services, 5) In fifth column, describe methods for evaluating success, and 6) In sixth column, describe frequency of evaluation of the activity/service.

Possible Services	Description of how you will provide these services. For any services you will not provide, write N/A	Steps to allow you to begin providing these services, if you are not already doing so. If you are, describe your current process.	Outreach methods you will use to reach target population with proposed services	Methods for evaluating success	Frequency of evaluating implementation/success
Landlord Incentives Up to $1500 for a 6-month lease, up to $2000 for 12-month lease	**Hays County will offer $1,000 incentives to landlords who alow individuals to sign either a 6 or 12 month lease**	**For new leases only: Funds will be paid directly to the leasing company. In order to accomplish this, Case Manager will gather W-9s for landlords/leasing companies to ensure payment can be made. Payment will only be made to landlord/leasing company after a lease agreement is in place**			
Housing Application Fees Payment of standard housing application fees	**Hays County will cover housing application fees for individuals to landlords who are actively working with our program**	**For new leases only: Once an individual is screened and meets qualifications (income limit and released from incarceration within 36 months), they will be directed to participating housing options to complete applications. Once leasing company receives the application, costs will be disbursed for the application fees directly to landlords**			
Deposit Payments Payment of standard security or utility deposit(s) prior to lease commencing	**Hays County will provide security and utility deposits directly to landlords or utility companies for individuals starting a new lease**	**For new leases only: Once an indivudal's housing application is approved and a lease is signed, funds for the security deposit will be dispersed to the leasing company and funds for the utility deposit will be dispersed to the utility company. W-9s for participating leasing companies and utility companies will be kept on file by the staff members**			

Damage Coverage Payment of up to $3,000 in applicable property damages for eligible tenant	**N/A**					
Unexpected Vacancy Coverage Payment of up to 2 months' rent in the event of an unepected vacancy during the lease term	**N/A**					
High Risk Administrative Costs Must be associated with regular business practices: security deposit insurance, renter's insurance	**Hays County will assist with payments for renters insurance for individuals who are required to have renters insurance as part of their lease.**	**Once an individual has a lease in place, the Case Manager will work with the insurance agency providing renters insurance to gather necessary W-9 and will pay insurance. Upfront ayment for the full duration of the lease will be preferable.**				
Rent First 4 months rental assistance payments maximum OR up to 4 months of rental arrears assistance to avoid/prevent eviction	**Hays County will provide rent payments directly to landlords in amounts up to 4 month of rental arrears or future assistance, with preference given to new leases.**	**For new leases: Once an individual has been deemed eligible for the program, been approved for housing and signed a lease with a participating leasing company, rent will be dispersed to the landlord on a monthly basis, up to four months. For rental arrears: If an individual is determined to be eligible for the program (meeting the income limits and released from incarceration within 36 months), the Case Manager will make contact with their landlord/leasing company and determine how many months behind on rent they are. The program will pay a maximum of 4 months in arrears to the leasing company.**				

Section	Question	Scoring Mechanism	Maximum Points	Self-Score	Reviewer 1 (TDHCA use only)	Reviewer 2 (TDHCA use only)
3.2	Provide target for the total number of unduplicated persons to be served through the grant (only counting the individual once, even if they will receive multiple services). This number should be reasonable, based on the data reported in 1.5(c)(d). *This target number will be in your contract, if awarded.*	Award points as follows: 0-9 persons: 0 points 10-19 persons: 20 points 20-29 persons: 40 points 30+ persons: 60 points	**60**	20		
	3.2 Response:					

Section	Question	Scoring Mechanism	Maximum Points	Self-Score	Reviewer 1 (TDHCA use only)	Reviewer 2 (TDHCA use only)

3.3	Provide the following information in the yellow-highlighted area below: Describe how your organization will **coordinate and partner** with other service providers in the service area to meet the varied needs of clients enabling them to maintain safe and stable housing. Include current and planned efforts, and identify them as such. List all applicable partners and their services on tab Section B.3.3.	In assigning points, reviewer will consider the depth to which items are described: Applicant provided information that demonstrates: a. Section 3.3 below: provide narrative answer of clear coordination and planned efforts: 10 point maximum. b. On the next tab, "Section B.3.3," list all your partners and the variety of client needs addressed through those coordination efforts; 5 points per activity. EX: If all 12 columns (Columns B-M on following tab) are covered = 60 points max. EX: If 7 columns are covered = 35 points.	**70**	65		

3.3 Response

If awarded funds, this program will be an extension of the Mental Health Court program in Hays County, providing funding to help individuals with Serious Mental Illness (SMI) establish permanent housing. The Mental Health Court (MHC) program already has extensive experience with case management ranging from pairing individuals with treatment providers, benefits navigation, food and clothing resources, placement in sober living, etc. The MHC Team recognizes that a holistic approach is key to helping individuals recently released from incarceration get back on their feet. Because of their experience with case management for individuals involved in the criminal justice system, the MHC team has an extensive list of community partners and experience building new partnerships. Due to a lack of funding, the MHC has not been able to help assist individuals with costs associated with getting permanent housing. If funds are awarded, the MHC will hire/contract with an individual with experience working with housing, landlords, or the unhoused community. By hiring someone with this kind of experience, Hays County will be able to make connections with landlords faster and the program will be oeprational in a shorter amount of time.

200	**135**	**0**	**0**

3.3 - Table

Below, list all partners and identify the services they offer. Indicate whether they are referral partners, working partners, or if you have an MOU/contract in place. Add lines as necessary.

Organization Name	Employment	Job Skills/Training	Education	Obtain Needed Identification	Budgeting Education	Healthcare	Food	Utilities	Child Care	Clothing	Transportation	Household Essentials (hygiene kits, furniture)	Describe any other related services offered	Use drop down to identify if partnership is referral only, a working partnership, or MOU/contract partnership
A Better Boat, LLC											Y		Peer Support	MOU/contract
Phillip Carolina				Y	Y	Y							Benefit Navigation	MOU/contract
Evoke Wellness											Y		Substance Use Treatment and Transport to IOP and Residential	MOU/contract
Nova Recovery											Y		Substance Use Treatment and Sober Living, Recovery Support Groups, Transpor to Treatment	MOU/contract
Lighthouse Landing													Transitional Group Home Living	MOU/contract
Axis to Care			Y	Y	Y	Y							Mental Healthcare Provider	MOU/contract
Revive Recovery													Sober Living + Recovery Support Groups	MOU/contract
The Salvation Army										Y		Y		Working partnership
CARTS											Y		ADA Transport	Working partnership
Metroaccess											Y		ADA Transport	Referral only
Yellow Bike											Y			Referral only
Community Action Inc		Y	Y					Y						Working partnership
Texas Workforce Commission	Y	Y												Referral only
Hays County Food Bank							Y							Referral only
San Marcos Neighborhood Warehouse										Y		Y		Working partnership
Cenikor													Substance Use Treatment	Referral only
Wesley Nurse						Y								Working partnership
Hill Country MHDD				Y	Y	Y							Mental Healthcare Provider	MOU/contract
Breaking Bread Ministries				Y									Emergency Housing/Hotel Stay	Working partnership
BR3T								Y					Emergency Housing/Hotel Stay	Working partnership
Texas ICON													Peer Support	Working partnership
Integral Care						Y							Mental Healthcare Provider	Working partnership
Bluebonnet Trails						Y							Mental Healthcare Provider	Working partnership
Youth Advocate Programs						Y							Mental Healthcare Provider/Caregiver Support	MOU/contract
Horton House													Sober Living, Recovery Support Groups	MOU/contract
Nichole Mueller						Y							Mental Healthcare Provider	MOU/contract
Hiatus Wellness						Y							Mental Healthcare Provider	MOU/contract
Moonstone Counseling						Y							Mental Healthcare Provider	MOU/contract

NOFA for CSBG Discretionary Funds for Reentry Activities Section 4: Budget				
Applicant Name:	**Hays County**			
Instructions: *Complete tabs B.4.1 - B.4.3 in full detail; this tab will auto-populate*				
Amount of CSBG Funds Applicant is Requesting:	**$**	**100,000.00**		
BUDGET CATEGORIES		**AMOUNT**		
B.4.1 Personnel/Fringe/Supplies		$ 25,000.00		
B.4.2 Direct Client Services		$ 75,000.00		
B.4.3 Indirect Costs		$ -		
TOTAL BUDGET*		**$ 100,000.00**		
% of Budget Spent on Direct Client Service Expenses		**75.00%**		
Scoring Mechanism	**Maximum Points**	**Self-Score**	**Reviewer 1 (TDHCA use only)**	**Reviewer 2 (TDHCA use only)**
Award points based on % of budget spent on direct client services: 100% 100 points 85-99.99%: 85 points 70-84.99%: 70 points 0-69.99% 0 points	**100**	70		

PERSONNEL_FRINGE_SUPPLIES				
Personnel Salary Costs for Staff (Admin, Management, Program Staff, etc)				
Job Titles of Admin, Mgmnt, Program Staff (only staff titles)	**# of months**	**Annual Salary**	**% of CSBG-D Support**	**Amount of CSBG funds**
		$25,000.00	100.00%	$25,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Personnel Subtotal:	**$25,000.00**
Fringe Benefit Costs for Staff (Admin, Management, Program Staff, etc)				
Job Titles of Admin, Mgmnt, Program Staff (only staff titles)	**# of months**	**Annual Salary**	**% of CSBG-D Support**	**Amount of CSBG funds**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Fringe Benefit Subtotal:	**$0.00**
Equipment Costs				
Other Costs *(this is not expected)*	**# of months**	**Monthly Costs**	**% of CSBG-D Support**	**Amount of CSBG funds**
				$0.00
				$0.00

				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Equipment Subtotal	**$0.00**
Supplies Costs				
Other Costs (EX: audit, office supplies, office space, etc)	**# of months**	**Monthly Costs**	**% of CSBG-D Support**	**Amount of CSBG funds**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Supplies Subtotal:	**$0.00**
			TOTAL PERSONNEL/FRINGE/EQUIPMENT/SUPPLIES COSTS:	**$25,000.00**

NOTE: Enter Number of Months, Annual Salary, and % of CSBG Support only, the subtotal is auto-calculated.

NOTE: This submitted budget will be the budget in your contract, if awarded. Contract amendments will be allowed to move funds from Worksheets B.1 or B.3 to Worksheet B.2, but Worksheet B.2 funds will not be allowed to move to Worksheets B.1 or B.3. The funds of this contract are intended to be direct client service expenses.

DIRECT CLIENT SERVICES			
List of Available Direct Client Service Options	**Total Costs**	**% charged to CSBG-D**	**Amount of CSBG funds**
Landlord Incentives	$10,000.00	100.00%	$10,000.00
Housing Application Fees	$500.00	100.00%	$500.00
Deposit Payments	$16,000.00	100.00%	$16,000.00
Damage Coverage			$0.00
Unexpected Vacancy Coverage			$0.00
High Risk Admin Costs			$0.00
Rental Assistance/Eviction Avoidance	$48,500.00	100.00%	$48,500.00
			$0.00
			$0.00
			$0.00
TOTAL DIRECT CLIENT SERVICES COSTS:			**$75,000.00**

NOTE: Include all direct client services allocable to the CSBG-D program. All direct client activities must result in a minimum 6-12 month lease on a rental unit (hotel/motel vouchers are NOT allowed).

NOTE: The breakdown of expenses between the allowable activites is an estimate based on the services you intend to provide.

NOTE: This submitted budget will be the budget in your contract, if awarded. Contract amendments will be allowed to move funds from Worksheets B.4.1 or B.4.3 to Worksheet B.4.2, but Worksheet B.4.2 funds will not be allowed to move to Worksheets B.4.1 or B.4.3. The funds of this contract are intended to be direct client service expenses.

INDIRECT COSTS		
If your Agency currently has a federally approved Indirect Cost Rate and you will be charging it to the grant, then please provide a copy of the Approval Letter and documents which indicate the approved rate.		
Indirect Costs		
%	**Base**	**CSBG-D Indirect Costs**
		$0.00
Enter Base amount (full CSBG-D budget) in B6 then % of IC rate in A6.		
CSBG-D Indirect Cost Support For Other Program(s) - List all Program(s) being supported (this is NOT expected):		
Program 1:		
%	**Base**	**CSBG-D Indirect Costs**
		$0.00
Program 2:		
%	**Base**	**CSBG-D Indirect Costs**
		$0.00
Program 3:		
%	**Base**	**CSBG-D Indirect Costs**
		$0.00
	TOTAL INDIRECT COSTS:	**$0.00**
NOTE: This submitted budget will be the budget in your contract, if awarded. Contract amendments will be allowed to move funds from Worksheets B.4.1 or B.4.3 to Worksheet B.4.2, but Worksheet B.4.2 funds will not be allowed to move to Worksheets B.4.1 or B.4.3. The funds of this contract are intended to be direct client service expenses.		

NOFA for CSBG Discretionary Funds for Reentry Activities
Section B: Scoring Summary

Applicant Name:	Hays County			
Checklist of Application Questions Requesting Attachments				
Question		**Attachment Item Requested**		
	2.1	Most recent monitoring report for each grant listed in 1.1 in the last 3 years		
	2.3	Most recently completed Single Audit or Third Party Audit (if required)		
Application Question Sections				
Scoring Section	**Maximum Points**	**Self Score Points Received**	**Reviewer 1**	**Reviewer 2**
Section B.1: Experience	**250**	**180**	**0**	**0**
Section B.2: Prior Performance	**0**	**0**	**0**	**0**
Section B.3: Proposed Services/Activities, Outreach & Partnerships	**200**	**135**	**0**	**0**
Section B.4: Budget	**100**	**70**	**0**	**0**
Maximum Points = 550				
Final Score	**550**	**385**	**0**	**0**

**** The Self-Score column on Attachment B Parts 1-3 are to be completed by the Applicant; however, the Department does not base its scoring of the application on the Applicant's self-score.***

*****The Department reserves the right to reject applications with a score below 50% of the maximum eligible points. See Section VI of the NOFA for further details.***

******TDHCA reserves the right to request further information related to the application for clarification purposes during the scoring review period.***

Department of Criminal Justice; followed by Section B.4 (highest score); followed by Section B.1.5 (highest score); followed by Section B.3.1 (highest score.

NOFA for CSBG Discretionary Funds for Reentry Activities Pilot Program
Attachment C - Audit Information

Applicant Name:	Hays County

General Instructions:

Use this page as a cover page, include authorized signature. Indicate whether Option 1, 2 or 3 applies, by placing an X in the yellow area. Also complete the other cells higlighted in yellow. Applicant must submit this completed form with signatures and also submit a completed Audit Certification Form, found at

https://www.tdhca.texas.gov/compliance-forms

and any of the documents associated with the Option chosen below:

Subrecipients that expend $1,000,000 or more in an entity's fiscal year that starts on or after October 1, 2024 (or in the case of an entity's fiscal years starting before October 1, 2024, $750,000 or more) in federal and/or state awards or have an outstanding loan balance associated with a federal or state resource of $1,000,000 or $750,000 (as applicable for the fiscal year) with continuing compliance requirements, or a combination thereof must have a Single Audit, and if not have a program-specific audit conducted. If the Subrecipient's Single Audit is required by 2 CFR 200, subpart F, the report must be submitted to the Federal Audit Clearinghouse the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. If a Single Audit is required but not under 2 CFR Part 200, subpart F, the report must be submitted to the Department the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of its respective fiscal year. If the deadline is on a Saturday, Sunday, federal holiday (for a Single Audit required to be submitted to the Federal Audit Clearinghouse), or a state holiday (for a Single Audit required to be submitted to the Department), the deadline is the next business day.Applicant must verify if funds received from a State agency are federal funds. Sometimes the State agency acts as a pass through agency for federal funds, which make the funds federal (not state). (Options 1, 2, or 3)

Yes **Option 1): Organization subject to Federal Single Audit Act**

Certify below that the Single Audit for the latest fiscal year is available at the Federal Audit Clearinghouse.

OR

Option 2): For Organization subject only to State Single Audit Act

Submit one complete copy of your organization's most recent Single Audit report including all notes to the audit. If applicable, the management letter must be included with the Audit documents.

OR

Option 3): If not subject to the Federal Single Audit or the State Single Audit, submit a Third-party Audit completed by a CPA

Submit one complete copy of your organization's most recent audit prepared by a third-party, including any notes to the audit. The audit should include a Statement of Financial Position, Statement of Activities, and Statement of Cash Flows.

Attachment C: Financial Information

For a local government that has its departments audited separately, highlight the specific and general portions relating to the Program or Grant for which you are applying and any other TDHCA funded programs.

The Department will not accept an application from an Applicant that cannot provide the required Audit.

I am authorized to act on behalf of the agency listed above to certify to the amount of funds subject to the Federal or State Audit Act for the most recent fiscal year.

Authorized Signature: _____

Title: _____

Dated: _____

Single Audit Requirement:	
Is your agency subject to the Single Audit requirement?	Yes
Is your agency current on submitting its Single Audit to the Federal Audit Clearinghouse?	Yes

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

NOFA for 2026 CSBG Disrectionary Funds for Reentry Activities
Attachment D - Uniform Previous Participation Information

Applicant Name:	Hays County

Use this page as your cover page and submit this along with a completed Uniform Previous Participation Form

NOTE: When submitting the PPR FORM, please submit either the Excel spreadsheet or save the Excel spreasheet as an Adobe PDF. We cannot use a scanned copy. In completing the PPR, be sure that for question #3, if your response is "*No*" , place initials in the yellow highlighted box on the far right side.

1 The Uniform Previous Participation Form for **Single Family** and Community Affairs and the instructions for completing the form are available under "Program Forms" at:

https://www.tdhca.texas.gov/compliance-forms

This form sometimes changes, so please do not use previous versions as they will not be accepted.

3 In completing the form, please follow the instructions detailed in the instructions document poster under "Program Forms" at:

https://www.tdhca.texas.gov/compliance-forms

NOTE: When submitting the completed PPR form, please provide either the Excel spreadsheet or an Adobe PDF generated thru your computer and not a pdf generated by a scanner or a copy machine.

NOFA for CSBG Discretionary Funds for Reentry Activities
Attachment E - Certifications Regarding Legal Actions, Debarment & Compliance with Laws

Applicant Name:	Hays County

Instructions: Form must be printed and signed by authorized signatory offical.
I am authorized to act on behalf of the applicant listed above to certify:

1) That I have included a copy of the most recent TDHCA funded monitoring reports that resulted in a finding, deficiency or disallowed costs for my organization (for Question 2.1).

2) That the organization is not debarred from doing business with the federal government, the State of Texas, or any other governmental entity, and that no current board member or employee is debarred from doing business with the federal government, the State of Texas, or any other governmental entity.

3) That the organization is not in arrears for taxes, owes no monies associated with compliance with environmental laws, owes other monies that are past due or contested, or has outstanding liens, levies, lawsuits, or investigations pending.

The certification **must be** signed by the organization's Executive Director (ED). If any of the certifications cannot be attested, then attach a document explaining why.

Authorized (ED) Signature: _____

Title: _____

Date: _____

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Attachment F: Private Nonprofit Organization's Tax-Exempt Status Documentation and Evidence of Good Standing with the Texas Secretary of State

NOFA for CSBG Discretionary Funds for Reentry Activities
Attachment F - Private Nonprofit Organization's Tax-Exempt Status Documentation

Applicant Name:	Hays County

General Instructions:

Use this page as a cover page and attach documentation of private nonprofit tax-exempt 501(c) status.

Tax-Exempt Status:

• All Private Nonprofit Organizations must document their status as a 501(c) tax-exempt entity. The Department prefers that the ruling be on IRS letterhead, legible and signed by the IRS District Director.

• Expired advance rulings from the IRS are not acceptable. Other documentation which may be utilized to document 501(c) status may be a letter from the State of Texas Comptroller of Public Accounts or a certified legal document showing status.

• If the organization is a subsidiary of a parent organization, the local nonprofit affiliate must provide a copy of the page listing the organization as part of the larger organization in the documents filed with the IRS.

NOFA for 2026 CSBG Disrectionary Funds for Reentry Activities
Attachment G - Applicant Certifications

Applicant Name:	Hays County

Instructions: Form must be printed and signed by authorized signatory offical.
I am authorized to act on behalf of the agency listed above, that is applying for CSBG funds, to certify that:

Legal Authority – The applicant organization possesses legal authority to apply for and receive funds and carry out activities authorized by the Community Services Block Grant program.

Confidentiality – If this application is funded, the Subrecipient will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided services under any project assisted under the CSBG program.

No Violation of Federal Law – The applicant certifies that this application does not include proposed financial participation by a person who, during the five-year period preceding the date of the application, has been convicted of violating a federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Applicant acknowledges that any award by the Texas Department of Housing and Community Affairs pursuant to this application may be terminated and payment withheld if this certification is inaccurate.

Drug-Free Workplace – If this application is funded, each project receiving CSBG funding will, in good faith, ensure compliance with the Drug-Free Workplace Act of 1988.

Compliance with All Applicable Laws – All CSBG-funded activities will be carried out in accordance with all applicable laws and regulations of the U.S. Department of Health and Human Services and the Texas Department of Housing and Community Affairs.

Certification Regarding Lobbying –

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The State shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose according to the Government-wide Guidance for New Restrictions on Lobbying (Fed. Reg. December 20, 1989; 52306).

Certification requiring Pro Children Act of 1994

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing the Applicant certifies that it will comply with the requirements of the Act.

The Applicant further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Compliance with Laws, Rules, and Requirements	Applicant represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Applicant represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Applicant, the more restrictive requirement applies.
Cybersecurity Training Program (for Local Government Organizations)	If applicable, Applicant represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
Cybersecurity Training Program (for Non-Profit Organizations)	If applicable, if Applicant has access to any state computer system or database, applicant shall complete cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.
Debarment and Suspension	Applicant certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts, the Texas Department of Housing and Community Affairs, and the System for Award Management (SAM) maintained by the General Services Administration.
Disaster Recovery Plan	Upon request of Agency, Applicant shall provide copies of its most recent business continuity and disaster recovery plans.
Disclosure of Violations of Federal Criminal Law	Applicant represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.
Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations	Applicant represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
Discrimination Prohibited	In accordance with Section 2105.004 of the Texas Government Code, Applicant represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
Dispute Resolution	The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
Excluded Parties	Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
Executive Head of a State Agency Affirmation	In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Applicant certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.
Federal Solid Waste Disposal Act	Applicant represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
Funding Limitation	Applicant understands that all obligations of Agency under the contract are subject to the availability of grant funds. The contract is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law and Venue	This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.
Indemnification	Applicant shall defend, indemnify and hold harmless the State of Texas and the Agency, and/or their officers, agents, employees, representative, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of applicant or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by applicant with the Office of the Texas Attorney General when Texas State Agencies are named defendants in any lawsuit and respondent may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Applicant an Agency agree to furnish timely written notice to each other of any such claim.
Information Security and Privacy Requirements	Applicant shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term in defined under 10 TAC §1.24). Information Security and Privacy Agreement (ISPA): Prior to beginning any work under this Contract, applicant shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Deparment an ISPA in accordance with instructions found on the Department's website. Search for "ISPA".
Legal Authority	Applicant represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Applicant to act in connection with the Response and to provide such additional information as may be required.
Lobbying Expenditure Restriction	Applicant represents and warrants that Agency's payments to Applicant and Applicant's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
No Conflicts of Interest (Federal)	Applicant represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112.
No Conflicts of Interest (State)	Applicant represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Applicant represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Applicant shall promptly notify Agency.
No Waiver of Sovereign Immunity	The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Applicant or the State of Texas of any immunities from suit or from liability that the Applicant or the State of Texas may have by operation of law.
Open Meetings	Applicant represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

Attachment G: Applicant Certifications

Personal Responsibility and Work Opportunity Act of 1996	Applicant represents that it will ensure they are operating in compliance with PRWORA which provides that an alien who is not a qualified alien is not eligible for federal public benefits. Applicant certifies it will verify eligibility status for each applicant ensuring that benefits are only provided to U.S. Citizens, U.S. Nationals, or Qualified Aliens.
Political Polling Prohibition	Applicant represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling.
Texas Public Information Act	Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Applicant is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
Reporting Compliance	Applicant represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
Records Retention	Applicant represents and warrants its compliance with the records retention requirements of 2 CFR §200.333. Agency reserves the right to direct a Applicant to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Applicant must include the substance of this clause in all subawards and subcontracts.
Reporting Suspected Fraud and Unlawful Conduct	Applicant represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
Rights to Inventions Made Under a Contract or Agreement	Applicant represents and warrants that it will comply with the requirements of 37 CFR Part 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements") and any implementing regulations issued by the awarding agency, if Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the Applicant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement."
State Auditor's Right to Audit	The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
Subaward Monitoring	Applicant represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
Authorized (ED) Signature:	
Title:	County Judge
Dated:	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant Name:	Hays County

Attachment H PRWORA Certification

General Instructions:
Submit this completed form with signature of CEO. Select Option 1, 2 or 3 by selecting Yes or No in the yellow area. Also, complete the other cells highlighted in yellow. **Applicant must submit this completed form with signature, or be eliminated from competition.**

Refer to 10 TAC §1.410 Determination of Alien Status for Program Beneficiaries at:

https://texas-sos.appianportalsgov.com/rules-and-meetings?$locale=en_US&interface=VIEW_TAC_SUMMARY&queryAsDate=08%2F20%2F2025&recordId=220765
Administrators of these funds are required to ensure compliance with the verification requirement as provided for in Options 1, 2, **or** 3 below. Selection of one of the three methods must be provided in accordance with 10 TAC §1.410.

	Option A): Administrator will request from the household and transmit to the Department, or a party contracted by the Department, sufficient information or documentation so that the Department or its vendor can perform such verification and provide a determination to the Subrecipient.

OR

Yes	**Option B): Administrator will perform the verifications through the SAVE system, as authorized through the Department's access to such system.** **This is the recommended method for verification of qualifed status, which is the most efficient method and historically creates the least delay in providing services to clients.**

OR

	Option C): Administrator will procure an eligible qualified organization to perform such verifications on their behalf, subject to Department approval.

In the administration of Option A, the Administrator must provide and maintain a sufficient method of electonic transmittal that allows for such information to be provided to the Department or its vendor, and ensure the secure safekeeping of such paper and/or electronic files, and receipt of subsequent response back from the Department or its contracted party.

In the administration of Option B or C, the Administrator or its procured provider must maintain sufficient evidence and documentation that verification has taken place so that such verification can be confirmed by the Department, and must ensure the secure safekeeping of such paper and/or electronic files.

I am authorized to act on behalf of the agency listed above to certify to the Option chosen in order to comply with federal law.

Authorized Signature: _____

Title:

Dated:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Applicant Name:	Hays County

Attachment I Cover Page for Fidelity Bond Coverage

General Instructions:

I am authorized to act on behalf of the agency listed above to certify that either 1) such agency currently has adequate fidelity bond coverage, or 2) if such agency is awarded, it will have adequate fidelity bond coverage before the Contract effective date.

Authorized Signature: _____

Title: _____

Dated: _____

Coverage:	
Does your agency currently have fidelity bond coverage? If so, what amount of coverage? Please attach evidence of such coverage.	

AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: BOUTTE

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the submission of a grant application to the Office of Justice Programs' Bureau of Justice Assistance FY 2025 Bulletproof Vest Partnership (BVP) Program in the amount of $11,615.40.
INGALSBE/BOUTTE

Summary

This application seeks funding for new bullet-proof vests for the Sheriff's Office. Allocations for JAG funding amounts are set each year by the DOJ. Hays County is determined as an eligible applicant based on the population size. The cash match required is 50.0% per unit. The estimated cost per unit is $1,284.00. The application will request the purchase of 9 bullet-proof vests. The total budget is $11,615.40, making the required cash match $5,807.70. The Sheriff's Office has allocated funding for new vests in the FY26 budget that will be put towards the match.

Attachments

BVP Application
Bullet Proof Vest Quote
BVP Program Budget

MANAGE APPLICATION

Application Profile | Application | NIJ Approved Vests | Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant	HAYS COUNTY
Fiscal Year	2025
Number of Agencies Applied	1
Total Number of Officers for Application	188
Number of Officers on Approved Applications	188

APPLICATION PROFILE

Fiscal Year	2025
Vest Replacement Cycle	5
Number of Officers	188
Number of Emergency **Number of Stolen or**	0

Replacement Damaged Needs

Number of Officer Turnover	0

VIEW/UPDATE APPLICATION

Vests for 2025 Regular Fund

Model Name	Quantity	Specification	Unit Price	Total Cost
+ RISE, Ultra Premium, Male, IIIA	9	IIIA	$1,284.00	$11,615.40
+ Grand Totals	**9**			**$11,615.40**

PROCEED TO SUBMIT APPLICATION | ADD VESTS TO APPLICATION

Customer Quote

ANGEL ARMOR
760 SE FRONTAGE RD,
FORT COLLINS, CO 80524
ANGELARMOR.COM

CDF - Cliff Foster

Quote #	QUO85572
Quote Date	11/24/2025
Expires:	12/24/2025

Bill To
Hays County Auditor 712 South Stagecoach Trail Ste. 1071 San Marcos TX 78666 United States

Ship To
Hays County Sheriff's Office 1307 Uhland Rd San Marcos TX 78666 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00491-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Premium IIIA	1	1,118.00	1,118.00
	Anything 2XL or larger will have a $50 surcharge			
01-00374-02-V2	Ally One, Single Rifle Magazine Pouch, Dark Navy, V2	1	34.00	34.00
01-00378-02-V2	Ally One, Single Handcuff Pouch, Dark Navy, V2	1	32.00	32.00
01-00380-02-V2	Ally One, Tourniquet/Shears Pouch, Dark Navy, V2	1	32.00	32.00
01-00379-02-V2	Ally One, Universal Radio/Taser Pouch, Dark Navy, V2	2	34.00	68.00

Subtotal	**1,284.00**
Shipping Cost (UPS® Ground)	**59.40**
Total	**$1,343.40**

Accounts Payable

Email:_____

Phone Number:_____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:_____ Date:_____

Bullet Proof Vest Program Grant FY25- Sheriff's Office

Title	Description	Units	Unit Cost	Total
Equipment	**Bullet Proof Vest-** RISE, Flex carier, Dark Navy, Load Bearing, Premium IIIA	9	$1,284.00	$11,556.00
Other	Shipping	1	$59.40	$59.40
Total Cash Match				$5,807.70
Total				$11,615.40

AGENDA ITEM REQUEST FORM: K. 13.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Marcus Pacheco

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the execution of a First Amendment to the Tri-Party Agreement executed on or about September 3, 2013 between Hays County ("County"), City of Niederwald ("City"), and Walton Texas, LP on behalf of Walton Camino Real 1, LP, a Delaware limited partnership ("Owner") for the Camino Real Subdivision. **INGALSBE/PACHECO**

Summary

The Tri-Party Agreement for the Camino Real subdivision was approved in 2013 and proposed a master-planned mixed-used community on approximately 1,743.59 acres within the extraterritorial jurisdiction of the City of Niederwald. The proposed amendment is solely focused on proposed changes to the fee allocation and structure of payment acceptance and processing.

Attachments

First Amended Tri-Party DA

FIRST AMENDMENT TO TRI-PARTY AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL OF CAMINO REAL

This first amendment (the "Amendment") to the Tri-Party Agreement Providing for Regulation of Subdivision and Approval of Camino Real attached as **Exhibit A** (the "Tri-Party Agreement") is made and entered into by and among the **City of Niederwald**, a Texas Type A general-law municipality (the "City"), **Hays County**, a political subdivision of the State of Texas (hereinafter the "County"), **Walton Texas, LP**, a Texas limited partnership ("Primary Owner"), in its capacity as an owner and in its capacity as an operator and manager authorized to sign this Amendment on behalf of the **Walton Individual Owners** (as defined in the Tri-Party Agreement), and **Walton Camino Real 1, LP**, a Delaware limited partnership ("Walton Camino") (Primary Owner, Walton Individual Owners, and Walton Camino are collectively referred to herein as "Owner"). The City, the County, and Owner are sometimes referred to collectively as the "Parties", and individually, as a "Party."

Whereas, the Parties desire to amend the Tri-Party Agreement as represented in this Amendment upon the principles of equity and efficiency. Attached as Exhibit B of the Tri-Party Agreement is the CAMINO REAL DEVELOPMENT STANDARDS (hereinafter sometimes referred to as the "Development Standards.")

Whereas, it is the Parties explicit intent to invoke the amendment provision(s) of the Tri-Party Agreement. It is the Parties belief and affirmation that those Parties executing the Amendment are the only necessary parties to properly affect the changes contemplated by the Amendment. Primary Owner has not yet assigned any of its rights and obligations under the Tri-Party Agreement that would require any additional parties be added.

Whereas, it is generally the intent of the Parties to effectuate the following by the Amendment: (1) clarify that the standard County subdivision application review fees ("County Review Fees") required to be paid under the Tri-Party Agreement may be paid to the County directly instead of the City collecting the County's fees; and (2) reduce the preliminary plan fees owed to the County to twenty percent of its currently assessed charge to avoid overcharging the initially intended fee. This intent shall be reflected by the following changes to the Tri-Party Agreement.

Section II. 3. of the Tri-Party Agreement currently reads as follows:

> 3. In addition to the fees prescribed by the Camino Real Development Standards, Owner shall pay the standard City development review fees and inspection fees, at the time of an Application submission to the City, in the same amounts as are applicable to all other developments located within the City's ETJ. Furthermore Owner shall also pay eighty percent (80%) of the standard County subdivision application review fees which are applicable to all other developments within the County at the time of an Application submission.

The Parties agree that said section shall be amended to read as follows:

3. In addition to the fees prescribed by the Camino Real Development Standards, Owner shall pay, or cause to be paid, the standard City development review fees and inspection fees, at the time of an Application submission to the City, in the same amounts as are applicable to all other developments located within the City's ETJ. Furthermore Owner shall also pay, or cause to be paid, twenty percent (20%) of the standard County subdivision application review fees which are applicable to all other developments within the County at the time of an Application submission, which fees are currently a $500 administrative review fee plus $500 per lot. For example, if there are 2,850 total lots included in a preliminary plan, the fee owed to the County for the preliminary plan review shall be two hundred eighty-five thousand, one hundred dollars ($285,100.00) ($100 administrative review fee plus ($100.00 per lot fee x 2,850 lots)). The remaining 80% of the administrative review fee and per lot fee will be paid at the time each final plat is submitted based on the number of lots included in such final plat. For example, if a final plat includes 250 lots, the fee owed to the County will be $100,400 ($400 administrative review fee plus ($400.00 per lot x 250 lots)).

Section II. 4. of the Tri-Party Agreement currently reads as follows:

4. City shall collect and forward to County all County review fees paid by Owner within fifteen (15) days of Owner's payment.

The Parties agree that said section shall be amended to read as follows:

4. City shall collect and forward to County all County review fees received by the City within fifteen (15) days of City's receipt. However, said County review fees may be paid directly to County and notice of payment to City.

Section 3.02 the Development Standards currently reads as follows:

<u>Section 3.02 – County Fees:</u>

1) Applicant shall pay eighty percent (80%) of the standard County review and inspection fees which are applicable to all other developments within the County at the time of each application submission.

The Parties agree that said section shall be amended to read as follows:

<u>Section 3.02 – County Fees:</u>

1) Applicant shall pay twenty percent (20%) of the standard County subdivision application review and inspection fees which are applicable to all other developments within the County at the time of each preliminary plan application submission and shall pay the remaining 80% of such fees at the time of submission of each final plat based on the number of lots included in such

final plat. For example, if there are 2,850 total lots included in a preliminary plan, the fee owed to the County for the preliminary plan review shall be two hundred eighty-five thousand, one hundred dollars ($285,100.00) ($100 administrative review fee plus ($100.00 per lot fee x 2,850 lots)). The remaining 80% of the administrative review fee and per lot fee will be paid at the time each final plat is submitted based on the number of lots included in such final plat. For example, if a final plat includes 250 lots, the fee owed to the County will be $100,400 ($400 administrative review fee plus ($400.00 per lot x 250 lots)).

The Parties further agree that said amended preliminary plan review fee shall apply to the currently submitted preliminary plan.

Miscellaneous Provisions

Counterparts. This Amendment may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronically transmitted signature will also be deemed to constitute an original if properly executed.

Consideration. This Amendment is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

Representations. Each signatory represents this Amendment has been read by the Party for which this Amendment is executed and that such Party has had an opportunity to confer with its counsel.

Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Amendment are true and correct and are hereby incorporated into the body of this Amendment and adopted as findings of the Parties.

Waiver. Waiver by a Party of any breach of this Amendment, or the failure of a Party to enforce any of the provisions of this Amendment, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

Miscellaneous Drafting Provisions. This Amendment shall be deemed drafted equally by all Parties hereto. The language of all parts of this Amendment shall be construed, as a whole, and according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

Authority to Execute. The individuals executing this Amendment on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Amendment to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities

required to execute this Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Savings/Severability. In case any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Conflict. The City, County, and Owner agree that if there is a conflict between this Amendment and the Development Agreement (as defined in the Tri-Party Agreement), the terms of this Amendment shall control.

(**SIGNATURE PAGES FOLLOW**)

This Amendment is hereby EXECUTED in multiple originals.

HAYS COUNTY TEXAS

By: _____ Date:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
§
COUNTY OF HAYS §
§

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, as _____, _____ of **HAYS COUNTY**, a political subdivision of the State of Texas on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas

(**SIGNATURES CONTINUE ON THE NEXT PAGE**)

This Amendment is hereby EXECUTED in multiple originals.

CITY OF NIEDERWALD TEXAS

By: _____ Date:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
§
COUNTY OF HAYS §
§

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, as _____, _____ of **CITY OF NIEDERWALD**, a political subdivision of the State of Texas on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas

(**SIGNATURES CONTINUE ON THE NEXT PAGE**)

This Amendment is hereby EXECUTED in multiple originals.

PRIMARY OWNER

WALTON TEXAS, LP,
a Texas limited partnership

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By:_____
Name: _____
Title: _____

STATE OF _____ §
§ ss.
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025, by _____, _____ of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC, a Texas limited liability company, General Partner of Walton Texas, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public State of _____

[Notary Seal]

_____
Printed Name of Notary Public

My commission expires:
_____

Exhibit A – Tri-Party Agreement

TRI-PARTY AGREEMENT
PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL OF CAMINO REAL

This Agreement (the "Agreement") is made and entered into by and among the **City of Niederwald**, a Texas Type A general-law municipality (the "City"), **Hays County**, a political subdivision of the State of Texas (hereinafter "County"), **Walton Texas, LP**, a Texas limited partnership ("Primary Owner"), in its capacity as an owner and in its capacity as an operator and manager authorized to sign this Agreement on behalf of the Walton Individual Owners (as hereinafter defined), and **Walton Camino Real 1, LP,** a Delaware limited partnership ("Walton Camino") (Primary Owner, Walton Individual Owners, and Walton Camino are collectively referred to herein as "Owner"). City, County and Owner are sometimes referred to collectively as the "Parties", and individually, as a "Party".

RECITALS

WHEREAS, counties are statutorily responsible for and have authority over platting and development review of certain subdivisions of real property, as well as the planning, construction, and maintenance of roads, stormwater management facilities, and other infrastructure in the unincorporated areas of counties; and

WHEREAS, in the parts of the unincorporated area that are within their extraterritorial jurisdiction ("ETJ"), municipalities have authority over platting and development review of subdivisions of real property, as well as infrastructure and other aspects of land development under various statutes; and

WHEREAS, since counties and municipalities have different statutory authorities, fiscal resources, and constituencies, their respective interests in and policies governing infrastructure and development can differ as well; and

WHEREAS, review and approval of subdivision plats is the basic tool that counties and municipalities use to ensure that infrastructure and development in the ETJ, which is an unincorporated area, is not planned or constructed in a manner that is adverse to their respective interests; and

WHEREAS, Owner owns approximately 1,743.59 acres of land, more or less, located or to be located in the ETJ of the City of Niederwald, Hays County, Texas, more particularly described on Exhibit "A" and referred to herein as "Camino Real" or the "Property"; and

WHEREAS, Owner plans to develop Camino Real as a master-planned mixed use community in accordance with this Agreement between Owner, County and City; and

WHEREAS the Parties desire to set forth specific development regulations which shall apply to the development of the Property to the extent allowed by law. Such development regulations shall be known as the "Camino Real Development Standards", a copy of which is attached as Exhibit "B" and which may be amended from time to time.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

1. "Owner" shall mean (i) Primary Owner, (ii) Walton Individual Owners or (iii) any subsequent owner of property in Camino Real that is a successor or assignee of rights from Owner in accordance with Article VII Subsection 9(a) of this Agreement.

2. "Primary Owner" shall mean initially, Walton Texas, LP, and any entity to which Walton Texas, LP, may assign its rights and obligations as Primary Owner in accordance with Article VII Subsection 9(b) of this Agreement..

3. "Walton Individual Owners" means, collectively, all persons, entities, and trusts (other than Walton Texas, LP and Walton Camino Real 1, LP) that own an interest in the Property, including an undivided, tenant-in-common interest, and that have granted to Walton Texas, LP, full power and authority to operate and manage and act for an on their behalf with respect to their interests in the Property.

II. Duties and Responsibilities.

1. County expressly designates the City as the authority to act as the coordinating entity for the review and approval process of subdivision development applications within Camino Real. Those provisions within the Camino Real Development Standards that identify County involvement in the review and approval process are either shared between City and County or expressly reserved to County, as provided for therein.

2. City shall accept all fully completed applications for review in accordance with this Agreement, including but not limited to, preliminary plats, subdivision plats, subdivision construction plans, and site plans (the "Applications").

3. In addition to the fees prescribed by the Camino Real Development Standards, Owner shall pay the standard City development review fees and inspection fees, at the time of an Application submission to the City, in the same amounts as are applicable to all other developments located within the City's ETJ. Furthermore Owner shall also pay eighty percent (80%) of the standard County subdivision application review fees which are applicable to all other developments within the County at the time of an Application submission.

4. City shall collect and forward to County all County review fees paid by Owner within fifteen (15) days of Owner's payment.

5. City shall forward a copy of all Applications to the County for review and comment within fifteen (15) days of filing by Owner.

6. City and County shall review the Applications in accordance with this Agreement and the Camino Real Development Standards.

7. City shall confer with the Hays County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval.

8. City and County shall approve any Application that complies with this Agreement and the Camino Real Development Standards as such may be amended from time to time. The City's approval of any Application is also subject to and contingent upon the Application's compliance with applicable City requirements.

9. If applicable, City shall record an approved Application at the Hays County Clerk's Office.

10. City shall deliver two (2) copies of all recorded plats for subdivisions within Camino Real to County within ten (10) business days after the subdivision plat is recorded.

11. City agrees that if an Owner proposes use of individual on-site sewage facilities ("OSSFs"), County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of such individual on-site sewage facilities. In the event the City becomes a certified delegate of the Texas Commission on Environmental Quality ("TCEQ") (or any successor agency with regulatory authority regarding on-site sewage facilities) regarding on-site sewage facility approval, permitting, regulation and inspection, the City and the County agree to meet and confer regarding which entity shall have reviewing and permitting authority over OSSFs. Notwithstanding the foregoing TCEQ shall have authority over the review and approval process of a regional wastewater treatment plant used to serve all of the Property; however, City shall be authorized to review, inspect and charge fees to Owner related to any wastewater treatment plant intended to serve any portion of the Property.

III. Inspection and Approval of Subdivision Infrastructure.

1. Inspection and approval authority over road construction, stormwater drainage, water and wastewater facilities, and all other infrastructure within Camino Real shall be the responsibility of the City and/or the County, as designated by the Camino Real Development Standards.

2. Approval of such subdivision infrastructure in Camino Real shall be granted upon compliance with this Agreement (as such may be amended from time to time), and the Camino Real Development Standards. The City's approval of any subdivision infrastructure in Camino Real is also subject to and contingent upon compliance with the Development Agreement as defined in Article VII, Subsection 7.

IV. Maintenance of the Subdivision Infrastructure.

1. For those portions of the Property located in the City's ETJ, County shall be responsible for maintenance of the roads, bridges and their related appurtenances. Neither County nor City shall be responsible for stormwater drainage facilities which include box culverts, water and wastewater facilities, or any other

infrastructure located within Camino Real. At such time the Property is annexed into the City's full purpose jurisdiction, City shall be responsible for maintenance of all publicly-dedicated and accepted roads including their related appurtenances, all publicly dedicated and accepted stormwater drainage facilities, and any other publicly-dedicated and accepted infrastructure.

2. The applicable utility provider shall be responsible for maintenance of water facilities, wastewater facilities and all other utility service facilities situated within Camino Real. Prior to annexation of Camino Real by the City a municipal utility district ("MUD") or homeowners association ("HOA") shall maintain all drainage facilities.

3. In order to facilitate maintenance of facilities, the County shall grant an easement, right-of-entry, or license to a MUD or HOA for purposes of allowing the MUD or HOA to maintain, replace or relocate drainage facilities located within County-maintained Right of Way.

V. Geographic Scope.

1. Owner may, in the future, elect to add additional land to the Camino Real boundaries and the Property that is subject to this Agreement. If Owner owns or acquires additional land contiguous to any boundary of Camino Real that it desires to add to the Project and this Agreement, Owner must obtain consent from the Primary Owner and provide written notice to the City and County. Such addition shall become effective thirty (30) days after such notice. City shall also notify County immediately of any changes of its full purpose corporate limits, limited purpose corporate limits, or ETJ, whether resulting from annexation, disannexation, legislation, judgment of a district or other trial-level court, or any other means which affect the County. The term "Property" as used throughout this Agreement shall include any such land that is added to Camino Real.

VI. Development.

1. Vesting. Owner has vested authority to develop the Property in accordance with this Agreement, the Camino Real Development Standards attached hereto, applicable State law, and any applicable City requirements. Owner shall be deemed vested from the Effective Date of this Agreement. To the extent that any current or future City or County development regulations conflict with this Agreement and the attached Camino Real Development Standards, this Agreement and the attached Camino Real Development Standards shall prevail unless otherwise agreed by Owner. Notwithstanding the foregoing, vested rights under this Agreement shall not supersede mandated current or future federal or state regulations, or regulatory action required by the City and/or the County that is intended to prevent imminent, foreseeable harm to human safety or property.

2. Development Rights. The City and the County agree that they shall not, during the Term of this Agreement, impose: a) any moratorium on building or development of or within the Camino Real subdivision if such building or development complies with this Agreement and applicable City requirements, or

b) any land use or development regulation that limits density or timing of development approvals within Camino Real. This section shall not apply to temporary actions by the City or the County that are required to prevent imminent, foreseeable harm to human safety or property.

3. Controlling Ordinances, Manuals, and/or Rules. The Parties agree that the City's and the County's rules and regulations related to subdivisions and development as they pertain to Camino Real, including but not limited to all land development regulations, are hereby replaced in their entirety with this Agreement, the attached Camino Real Development Standards and applicable City requirements.

VII. Miscellaneous.

1. General Administration. Administering this Agreement and the contact person for County shall be the Hays County Development Services Department Director or his or her representatives. Administering this Agreement and the contact person and representatives for City shall be the City Administrator/Secretary, or his or her designee.

2. Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

3. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.

4. Duration. The Parties mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by the Parties until such time as the Development Agreement, as such term is later defined in Article VII Subsection 7, is no longer in effect for Camino Real, or by termination of the Agreement by the Parties. No official, agent, employee, or representatives of the County, City or Primary Owner has authority to alter, amend, or modify the terms of this Agreement, except in accordance with the express authority as may be respectively granted by Hays County Commissioners Court, the City of Niederwald City Council, and an authorized representative of Primary Owner.

5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable.

6. Notice. All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested to:

With copy to:

(a) Mr. Clint Garza (or his successors)
Hays County Development Services Department
P.O. Box 1006
San Marcos, Texas 78667

With copy to:

(b) Richard Crandal (or his successors)
City Administrator/Secretary for the City of Niederwald
13851 Camino Real
Niederwald, Texas 78640

With copy to:

(c) Walton Texas, LP
c/o Walton Development & Management TX, LLC
1445 Ross Avenue, Suite 4775
Dallas, Texas 75202
Attention: Alexa Knight
T: 972-713-0000 x 2103

(d) Walton Texas, LP/Walton Camino Real 1, LP,
c/o Walton Development & Management TX, LLC
515 Congress Avenue, Suite 1620
Austin, Texas 78701
Attention: Becky Collins
T: 512-347-7070

(e) With copy to:
Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4400
Scottsdale, AZ 85251
Attention: Wayne G. Souza, General Counsel
T: 480-586-9203

(f) With copy to:
Cary L. Bovey
Law Office of Cary L. Bovey, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, Texas 78664

Either Party shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by a least five (5) days written notice to the other Party.

7. Entire Agreement. This Agreement constitutes the entire agreement between Owner, County and City as it relates to the review and approval of subdivisions in Camino Real. The Parties recognize that a "Development Agreement" authorized pursuant to Chapter 212.172 of the Texas Local Government Code will be

executed by the City and Owner and that such agreement may be modified in the future. City, County and Owner agree that if there is a conflict between this Agreement and the Development Agreement as it solely relates to the review and approval process of subdivision applications, this Agreement (as may be amended from time to time) shall prevail. The terms of the Development Agreement shall control with respect to any conflict involving other subject matter.

8. Amendment. This Agreement may be amended only by a written agreement signed and executed by an authorized representative of City, County and Primary Owner, or all the then current owners of all portions of Camino Real (other than the individual owners of developed lots); provided, however, an owner of a portion of Camino Real (other than an end-buyer of a fully developed and improved lot), County and City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that the Primary Owner must be party to such amendment if the Primary Owner then owns any portion of Camino Real. In addition, as long as the Primary Owner owns any land within Camino Real, the Primary Owner, County and City may amend this Agreement without the joinder of any other landowner.

9. Assignment; Transferability.

(a) Owner may assign this Agreement with respect to all or part of such Owner's ownership portion of Camino Real from time to time to a purchaser of all or a portion of Camino Real. Any assignment must be in writing, must set forth the assigned rights and obligations without modification or amendment, and must be executed by Owner and the proposed assignee. Owner shall provide City, County and Primary Owner notice of each such assignment, including a copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to the part of Camino Real so assigned, except as to a default that occurred prior to the date of the assignment, provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Camino Real included in the assignment. A default by any subsequent assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.

(b) Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property (the "Ownership Threshold"), provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Camino Real included in the assignment. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the City within fifteen (15) days after execution, and thereafter such notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, does not satisfy the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.

10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Camino Real and shall be binding on all future developers and owners of property in Camino Real, future County Commissioners Courts, and future City Councils.

THE CITY OF NIEDERWALD

By: Reynell Smith

Date: 9-16-2013

HAYS COUNTY

By:

Bert Cobb, M.D., County Judge

Date: 9-20-2013

OWNER

Walton Texas, LP,
a Texas limited partnership,
in its capacity as owner and its capacity as an operator and manager on behalf of the other individual owners

By: Walton Texas GP, LLC,
a Texas limited liability company
as General Partner

By: Walton International Group, Inc.,
a Nevada corporation
Its Manager

By:
Its: Authorized Signatory

By:
Its: Authorized Signatory

Walton Camino Real 1, LP,
a Delaware limited partnership

By: Walton Camino Fund Real 1 GP, LLC,
a Delaware limited liability company
Its General Partner

By: Walton Asset Management (USA), Inc.,
a Delaware corporation
Its Manager

By:
Its: Authorized Signatory

By:
Its: Authorized Signatory

By:

Clint Garza, Director of Development Services Department

Date: 9/20/13

By:

Mark Kennedy, District County Attorney

Date: 9/25/13

EXHIBIT "A"

DESCRIPTION OF CAMINO REAL

TRACT A

DESCRIBING A TRACT OF LAND CONTAINING 810.75 ACRES, BEING A PORTION OF THE ARMAND WELCH SURVEY A-494, I. & G.N. RAILROAD CO. SURVEY A-577, JAMES M. W. HALL SURVEY A-227 AND THE SAMUEL LITTLE SURVEY A-286, HAYS COUNTY, TEXAS ALSO BEING THE REMAINING PORTION OF THAT CERTAIN 811.315 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO RICK ANDERSON, PAUL SCHAEFER, AND SUSAN G. SNOW EXECUTED ON JULY 15, 1999 AND RECORDED IN DOCUMENT NUMBER 9917880 OF THE OFFICIAL PUBLIC RECORDS OF THE SAID COUNTY, SAID 810.75 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence corner post found for the most easterly corner of said 811.315 acre tract, said fence corner being in a northwest line of that certain 386.954 acre tract described in a deed to Rohde Lane Group, Ltd. as recorded in Document #9928116 of the said Official Public Records;

THENCE, along the northwesterly line of the said 386.954 acre tract, S 42° 22' 29" W a distance of 1641.37 feet to a fence post and S 42° 48' 54" W a distance of 1994.15 feet to an iron pipe found in the northeast line of that certain 80 acre tract described in a deed to Jackie Ray Schawe and Vickie Sue Schawe as recorded in Volume 1679 Page 405 of the said Official Public Records;

THENCE with the said line of the Schawe tract, N 46° 57' 53" W a distance of 1004.59 feet to a fence post found and N 46° 57' 20" W a distance of 427.28 feet to a fence post found at end of the southeast line of County Road 128;

THENCE, along said County Road 128, the following five (5) courses:

1. N 50° 19' 02" W a distance of 51.68 feet to a fence post found;
2. S 47° 54' 28" W a distance of 31.84 feet to a fence post found;
3. S 47° 53' 50" E a distance of 9.76 feet to a fence corner post on the northwesterly R.O.W. line of County road 128 as fenced;
4. S 42° 42' 50" W, at 2705.88' passing the east corner of The Parklands Section 1, a subdivision recorded in Book 11, Pages 166-169 of the Plat Records of the said County, continuing with a southeast line of the said subdivision for a total distance of 3456.22 feet to a Iron Rod Set;
5. Continuing along the said County Road 128 and with the southeast line of the said subdivision, S 42°59'40" W, a distance of 2508.14 feet to a Iron Rod Set;

THENCE, with the southwest and northwest lines of the said subdivision the following five (5) courses:

1. S 88° 36' 38" W a distance of 18.50 feet to a Iron Rod Set on the northeasterly R.O.W. line of County Road 127 as fenced;
2. N 47°36'53" W a distance of 598.35 feet along said line to an iron rod found at the intersection of the southeasterly R.O.W. line of Great Northern (50' R.O.W.) as dedicated by The Railyard, a subdivision recorded in Book 8, Pages 59-62 of the Plat Records of Hays County, Texas;
3. N 41°59'58" E a distance of 543.52 feet to an iron rod found;

4. N 48° 00' 02" W a distance of 50.00 feet to an iron rod found for the southerly corner of Lot 2, Block "C" of the said The Railyard;
5. N 41°59' 58" E a distance of 347.88 feet to an iron rod found for the easterly corner of said Lot 2;

THENCE, along the northeasterly line of said Block "C", N 47° 29' 39" W, at 80.00 feet passing a west corner of the said The Parklands Section 1, continuing for a total distance of 1024.95 feet to an iron rod set at the south corner of a 0.469 acre tract described in a deed to Goforth Water Supply Corporation as recorded in Volume 1799 Page 176 of the said Official Public Records;

THENCE through the interior of the said 811.315 acre tract and with the east, north and west lines of the said 0.469 acre tract, the following three (3) courses:

1. N 13° 47' 02" E, 211.00 feet to an iron rod set;
2. N 70° 38' 49" W, 94.67 feet to an iron rod set;
3. S 24° 59' 38" W, 155.00 feet to an iron rod set in the said northeast line of Block "C";

THENCE, along the northeasterly line of said Block "C", the following three (3) courses:

1. N 47° 29' 39" W, 851.87 feet to an iron rod found;
2. N 47° 17' 02" W, a distance of 722.04 feet to an iron rod found;
3. N 47° 07' 59" W, a distance of 830.83 feet to an iron rod found for the southerly corner of the certain 200.00 acre tract of land described in a deed to Aus-Tex Parts and Services, L.L.C. as recorded in Volume 1432, Page 918 of the said Official Public Records;

THENCE N 42° 41' 10" E a distance of 1975.37 feet along the southeasterly line of said 200.00 acre tract to an iron rod found for the westerly corner of that certain 5.00 acre tract of land described in a deed to Aus-Tex Parts and Services, L.L.C. as recorded in Volume 1432, Page 914 of the said Official Public Records;

THENCE along said 5.00 acre tract, the following three (3) courses:

1. S 47° 17' 55" E a distance of 464.83 feet to a fence post found;
2. N 42° 43' 37" E a distance of 468.33 feet to an iron rod found;
3. N 47° 16' 43" W a distance of 464.60 feet to an iron rod found on the southeasterly line of said 200.00 acre tract;

THENCE with the said line of the 200.00 acre tract, N 42° 42' 53" E a distance of 2773.61 feet to an iron rod found for the easterly corner of the said 200.00 acre tract, said iron rod also being in the Southwest line of that certain 145.89 acre tract described in a Deed to Mathias 146, L. P. as recorded in Volume 1898, Page 366 of the said Official Public Records;

THENCE S 47° 09' 53" E a distance of 1209.31 feet with the said line of the 145.89 acre tract to a fence post found for corner;

THENCE S 40° 06' 39" W a distance of 15.62 feet to a rock mound found at the westerly corner of that certain 176.18 acre tract described in a Deed to Jack A. Maxwell as recorded in Volume 234, Page 298 of the said Official Public Records;

THENCE, along the southwesterly line of said Maxwell tract, the following four (4) courses:

1. S 44° 43' 05' E a distance of 378.43 feet to a fence post found;

2. S 41° 50' 11" E a distance of 105.36 feet to an iron rod found;
3. S 42° 50' 56" W a distance of 67.79 feet to an iron rod found;
4. S 45° 51' 39" E a distance of 350.06 feet to a fence post fond for the southerly corner of said Maxwell tract;

THENCE along the southeasterly line of said Maxwell tract, the following three (3) courses:

1. N 41° 16' 31" E a distance of 37.60 feet to an iron pipe in concrete found;
2. N 42° 55' 16" E a distance of 2693.71 feet to a fence post found;
3. N 42° 48' 55" E a distance of 818.31 feet to a fence post found at the westerly corner of that certain 125.52 acre tract conveyed described in a Deed to Thaddeus Charles McCormick III as recorded in Volume 748, Page 143 of the said Official Public Records;

THENCE S 48° 43' 36" E a distance of 1200.97 feet to a fence post found and S 53° 32' 50" E a distance of 22.34 feet to a fence post found at the southerly corner of said McCormick Tract;

THENCE S 41° 51' 32" W a distance of 113.47 feet to a fence post found at the westerly corner of that certain 368.2 acre tract described in a Deed to Flora Nickel as recorded in Volume 239, Page 587 of the said Official Public Records;

THENCE along the southwesterly line of said Nickel tract, the following three (3) courses:

1. S 52° 10' 20" E a distance of 1445.87 feet to a fence post found;
2. S 51° 28' 34" E a distance of 987.00 feet to a fence post found;
3. S 40° 11' 03" E a distance of 25.20 feet to the POINT OF BEGINNING and containing 810.75 acres of land.

TRACT B

DESCRIBING 928.19 ACRES OF LAND OUT OF THE CHRISTOPHER WALTER SURVEY A-495, THE ARMAND WELCH SURVEY A-494 AND THE D.A. NANCE SURVEY A-684, ALL IN HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 580.054 TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 03024985 OF THE OFFICIAL PUBLIC RECORDS OF SAID HAYS COUNTY, A PORTION OF A 386.954 ACRE TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 9928116 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, AND ALL OF A 19.277 ACRE TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 2283, PAGE 749 OF THE DEED RECORDS OF SAID COUNTY, SAID 928.19 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pipe found at the most northerly corner of said 386.954 acre tract, said iron pipe being in the south right-of-way of Rohde Road also designated County Road 126;

Thence, with said south Right of Way line S47°04'13"E for 650.80 feet to an iron rod found;

Thence, with the northwest line of a 13.14 acre tract described in a deed recorded in Volume 3200, Page 560 of the Deed Records of said County, S43°45'03"W, 603.68 feet to an iron rod set at the southeast corner of that 1.40 acre tract of land described in a deed to Hays CISD as recorded in Document Number 2008-80010641 of the Deed Records of said County;

Thence, with the east, north and west lines of said 1.40 acre tract, the following three (3) courses:

1. N17°27'45"W, 378.15 feet to an iron rod set;
2. S43°44'54"W, 184.28 feet to an iron rod set;
3. S17°27'45"E, 378.14 feet to an iron rod set;

Thence, with the west, south and east lines of said 13.14 acre tract, the following seven (7) courses:

1. S43°45'03"W for 180.09 feet to an iron rod found;
2. S72°37'43"E for 458.04 feet to an iron rod found at the beginning of a horizontal curve the radius point of which bears S17°21'35"W, 349.70 feet;
3. Along said curve through a central angle of 28°08'48" for an arc distance of 171.79 feet and whose chord bears S 58°34'01"E, 170.07 to an iron rod found;
4. S44°32'12"E for 93.29 feet to an iron rod found at the beginning of a horizontal curve, the radius point of which bears N45°31'27"E, 25.00 feet;
5. Along said curve through a central angle of 90°10'44" for an arc distance of 39.35 feet and whose chord bears S89°33'55"E, 35.41 feet to a point;
6. N45°28'02"E for 631.36 feet to a point;
7. N0°14'22"W for 119.68 feet to an iron rod found in the south Right of Way of said Rohde Road;

Thence, with said south Right of Way S47°13'16"E for 258.41 feet to an iron rod found at the most northerly corner of a 7.00 acre tract described in a deed recorded in Document No. 9909010 of the Official Public Records of said Hays County;

Thence, with the west, south and East lines of said 7.00 acres the following three (3) courses:

1. S42°51'06"W for 634.09 feet to an iron rod found;
2. S47°12'07"E for 481.23 feet iron rod found;
3. N42°53'17"E for 150.56 feet iron rod found at the most easterly corner of a 1.55 acre tract described in a deed recorded in Document No. 999006 of the Official Public records of said Hays County;

Thence, with the south line of said 1.55 acres S47°13'03"E for 410.16 feet to an iron rod found in the northwest line of a 66.38 acre tract described in a deed recorded in Volume 3200, Page 560 of the deed records of said Hays County;

Thence, with the west and south lines of said 66.38 acres the following twenty eight (28) courses:

1. S42°39'26"W for 949.13 feet to a point;
2. S27°18'12"W for 204.33 feet to a point at the beginning of a horizontal curve the radius point of which bears S62°41'43"E, 25.00 feet;
3. Along said curve through a central angle of 48°12'31" for an arc distance of 21.04 feet and whose chord bears S03°12'01"W, 20.42 feet to a point;
4. S20°54'11"E for 56.97 feet to a point at the beginning of a horizontal curve the radius point of which bears S69°05'52"W, 175.00 feet;
5. Along said curve through a central angle of 31°26'39" for an arc distance of 96.04 feet and whose chord bears S05°10'49"E, 94.84 feet to a point;
6. S10°32'33"W for 81.44 feet to a point at the beginning of a horizontal curve the radius point of which bears S79°16'04"E, 25.00 feet;

7. Along said curve through a central angle of 87°25'07" for an arc distance of 38.14 feet and whose chord bears S32°58'38"E, 34.55 feet to a point at the beginning of a horizontal curve the radius point of which bears S13°08'42"W, 1625.00 feet;
8. Along said curve through a central angle of 1°16'38", for an arc distance of 36.22 feet and whose chord bears S76°12'59"E, 36.22 feet to a point at the beginning of a horizontal curve the radius point of which bears S14°25'20"W, 1625.00 feet;
9. Along said curve through a central angle of 0°34'28" for an arc distance of 16.29 feet and whose chord bears S75°17'26"E, 16.29 feet to a point at the beginning of a horizontal curve the radius point of which bears S14°59'49"W, 1625.00 feet;
10. Along said curve through a central angle of 2°17'53" for an arc distance of 65.17 feet and whose chord bears S73°51'15"E, 65.17 feet to a point at the beginning of a horizontal curve the radius point of which bears S17°17'42"W, 125.00 feet;
11. Along said curve through a central angle of 34°54'20" for an arc distance of 76.15 feet and whose chord bears S55°15'08"E, 74.98 feet to a point;
12. Thence, S37°47'57"E for 508.31 feet to a point at the beginning of a horizontal curve the radius point of which bears S52°12'04"W, 125.00 feet;
13. Along said curve through a central angle of 47°01'35" for an arc distance of 102.60 feet and whose chord bears S14°17'09"E, 99.74 feet to a point;
14. Thence, S9°13'39"W for 168.56 feet;
15. Thence, S10°50'01"W for 38.35 feet;
16. Thence, S72°48'50"E for 245.61 feet;
17. Thence, N46°29'55"E for 53.98 feet to a point at the beginning of a horizontal curve the radius point of which bears S43°29'58"E, 50.00 feet;
18. Along said curve through a central angle of 4°38'32" for an arc distance of 4.05 feet and whose chord bears N48°49'18"E, 4.05 feet to a point;
19. Thence, N51°08'41"E for 78.97 feet;
20. Thence, N58°31'09"E for 47.60 feet;
21. Thence, N63°58'34"E for 47.60 feet;
22. Thence, N69°25'59"E for 47.60 feet;
23. Thence, N77°46'06"E for 497.54 feet;
24. Thence, N76°38'06"E for 378.51 feet;
25. Thence, N75°13'11"E for 338.23 feet;
26. Thence, N67°06'40"E for 247.43 feet;
27. Thence, N62°06'40"E for 392.14 feet;
28. Thence, N43°32'30"E for 48.17 feet to a point in the south right of way line of said Rohde Road;

Thence, with said south line the following two (2) courses:

1. S46°27'51"E for 438.63 feet to a PK nail found in a fence post;
2. S46°27'39"E for 1013.76 feet to an iron rod found at the most easterly corner of said 580.054 acres and the herein described tract;

Thence, with the east line of said 544.054 acres and the west line of El Camino Real, an abandoned roadway, the following seven (7) courses:

1. S57°04'23"W for 287.92 feet to a PK nail found in a fence post;
2. S60°50'45"W for 981.92 feet to a PK nail found in a fence post;
3. S54°33'21"W for 157.41 feet to a point;
4. S47°43'22"W for 192.44 feet to a PK nail found in a fence post;

5. S40°44'33"W for 1462.10 feet to a point;
6. S52°12'31"W for 534.37 feet to a PK nail found in a fence post;
7. S55°12'15"W for 99.88 feet to a point at the most easterly corner of said 19.277 acres;

Thence, with the east line of said 19.277 acres and said west line of El Camino Real S55°38'03"W for 465.78 feet to a point;

Thence, with the east line of said 19.277 acres S54°15'22"W for 237.09 feet to a point

Thence, with the south line of said 19.277 acres and in part with the north line of lot 2, El Camino Real Estates, a subdivision recorded in Book 7, Page 269 of the Plat Records of said Hays County, and in part with the north line of a 9.970 acre tract described in a deed recorded in Volume 1085, Page 547 and Volume 1891, Page 409 of the deed records of said county, N46°40'09"W for 742.06 feet to an iron rod found;

Thence, with the west line of said 9.970 acres S42°44'50"W for 1148.63 feet to the most easterly point of a 33.57 acre tract described in a deed as recorded in Volume 3200, Page 560 of the deed records of said county;

Thence, with the north, west and south lines of said 33.57 acres the following sixteen (16) courses:

1. N47°18'18"W for 270.18 feet to a point;
2. N32°51'01"W for 187.92 feet to a point;
3. N37°24'25"W for 530.74 feet to a point;
4. N37°26'57"W for 80.18 feet to a point;
5. N40°36'02"W for 217.24 feet to a point;
6. N40°52'21"W for 33.16 feet to a point;
7. N49°52'50"W for 143.73 feet to a point;
8. S68°43'00"W for 39.67 feet to a point;
9. S28°19'23"W for 208.89 feet to a point at the beginning of a horizontal curve the radius point of which bears N62°43'46"W, and 2681.32 feet;
10. Along said curve through a central angle of 3°25'40" for an arc distance of 160.41 feet and whose chord bears S28°59'04"W, 160.39 feet to a point;
11. S33°13'37"W for 53.33 feet to a point at the beginning of a horizontal curve the radius point of which bears N55°17'48"W, and 1035.00 feet;
12. Along said curve through a central angle of 5°50'56" for an arc distance of 105.66 feet and whose chord bears S37°37'40"W, 105.61 feet to a point;
13. S42°38'02"W for 678.96 feet to a point;
14. S47°18'18"E for 430.00 feet to a point;
15. N42°41'42"E for 120.00 feet;
16. S47°18'18"E for 924.14 feet to a point in the east line of said 580.054 acres and in the west line of said 9.970 acres;

Thence, with the west line of said 9.970 acres S42°44'50"W for 170.99 feet to a PK nail found in a fence post at the most northerly corner of an 80.36 acre tract described in a deed recorded in Volume 294, Page 349 of the deed records of said county;

Thence, with the west line of said 80.36 acres S42°48'37"W for 2017.58 feet to a nail found in a fence post in the south line of said 580.054 acre tract;

Thence, in part with the north line of a 222.099 acre tract described in a deed recorded in Volume 2084, Page 707 of the deed records of said county, N46°59'17"W for 898.75 feet to a point and N48°00'54"W for 496.20 feet to a concrete monument found at the most easterly corner of a 203 acre tract described in a deed recorded in Volume 1703, Page 587 of the deed records of said County;

Thence, continuing with the north line of said 203 acres and the north line of a 80 acre tract described in a deed recorded in Volume 1679, Page 405 of the deed records of said County, N46°04'15"W for 1036.80 feet to an iron rod found and N51°04'03"W for 1743.37 feet to a fence post and N47°29'18"W for 686.69 feet to an iron pipe found in an east line of an 811.315 acre tract of land described in a deed recorded in Document No. 9917880 of the Official Public Records of said Hays county;

Thence, with the east line of said 811.315 acres N42°48'24"E for 1993.62 feet to an iron rod found and N42°22'36"E for 1641.39 feet to a fence post at the most southerly corner of a 368.2 acre tract described in a deed recorded in volume 239, Page587 of the deed records of said county;

Thence, with the east line of said 368.2 acre tract and an east line of a 130 acre tract described in a deed recorded in Volume 849, Page 728 of the deed records of said County, N42°56'47"E for 5116.97 feet to the Point of Beginning containing 928.19 ACRES OF LAND within these metes and bounds.

TRACT C

DESCRIBING 4.650 ACRES OF LAND OUT OF THE SAMUEL B. CARSON SURVEY ABSTRACT 86, CALDWELL COUNTY, TEXAS, SAME BEING ALL OF THAT 4.652 ACRE TRACT DESCRIBED IN A CORRECTED WARRANTY DEED TO DALCAL #3, LP, EXECUTED ON JULY 30, 2003 AND RECORDED IN VOLUME 349 PAGE 105 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, SAID 4.650 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the southeast line of El Camino Real (a/k/a Old San Antonio Road, no longer used in this vicinity as a roadway), same being at the north corner of said 4.652 acre tract described in Volume 349 Page 105, same being the west corner of that 5.017 acre tract of land described in a deed to Victor Salaz and Maria Rosario Salaz as recorded in Volume 254 Page 4 of said Official Public Records;

THENCE, with the common line of this tract and said Salaz tract, S16°40'58"E, 353.61 feet to an iron rod set in the northwest right-of-way line of State Highway No. 21, from which an iron rod found bears S16°40'58"E, 1.13 feet and an iron rod found bears N42°26'45"E, 6.28 feet;

THENCE, with the common line of this tract and said State Highway No. 21, along a curve to the left having a radius of 5779.58, an arc length of 608.94 feet, a central angle of 6°02'12" and a chord which bears S40°19'52"W, 608.64 feet to an iron rod set at the south corner of this tract, same being the east corner of that 3.00 acre tract of land described in a deed to Jeffrey D. Britton and Fredrick W. Britton as recorded in Volume 500 Page 888 of said Official Public Records;

THENCE, with the common line of this tract and said Britton tract, N10°42'44"W, 534.68 feet to an iron rod found at the west corner of this tract, same being the north corner of said Britton tract and in the southeast line of said El Camino Real;

THENCE, with the common line of this tract and said El Camino Real, the following two courses:

1. N55°36'44"E, 304.04 feet to an iron rod set;
2. N53°08'34"E, 176.07 feet to the POINT OF BEGINNING and containing 4.650 acres of land.

EXHIBIT "B"

Camino Real Development Standards

EXHIBIT "B"

CAMINO REAL DEVELOPMENT STANDARDS

Section 1. Definitions:

Any office or title referred to in this Exhibit "B" shall mean the person(s) elected, employed or appointed by the City of Niederwald or Hays County to that position, or their duly authorized representative. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in municipal planning and/or engineering practices. For the purpose of this Exhibit, and in addition to those included in the Camino Real Development Agreement, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this section:

1) Applicant: A person or entity who submits to the City an application for Development of any portion of Camino Real. The term is sometimes herein referred to as the "Owner", "Owner's agent", "developer", "Subdivider", "builder," or other similar title.

2) Building Permit: A permit issued by the City that authorizes the vertical construction of improvements.

3) Building Setback Line: The line within a property defining the minimum horizontal distance between a building and the adjacent Street line or property boundary line.

4) Certified Inspector: An inspector qualified (and licensed if required by applicable law) to inspect Structures as to their conformity with the building codes and related building plans.

5) City: City of Niederwald, Texas, a Texas general law city.

6) City Engineer: The engineer for the City.

7) City Staff: Generally personnel employed or contracted by the City, authorized or appointed by the City Council to perform the power and duties of the City's operations and Subdivision review and approval functions including but not limited to an administrator, planner, Engineer, technician, inspector, plans reviewer, public safety official, building official, etc. City Staff does not include the City Council, or other appointed boards and commissions.

8) Concept Plan: The Camino Real Concept Plan attached as "Exhibit "1" hereto.

9) Construction Plans: Engineered design drawings and plans, and accompanying data, information, studies, etc. as may be applicable

and suitable for construction of improvements.

10) County: Hays County, Texas.

11) Cul-de-sac: A Street having one outlet to another Street, and terminated on the opposite end by a vehicular turn around.

12) Dead-end Street: A Street, other than a cul-de-sac, with only one outlet.

13) Development: The erection of buildings, roads, utilities, drainage improvements, or other Structures or improvements; the construction, excavation, dredging, grading, placement of fill material, and clearing of trees (other than cedar, mesquite and hackberry trees) with a trunk greater than eight inches (8") in diameter measured four and a half feet (4.5') above the base (ground elevation). Platting, Site Plans, Construction Plans and permitting (other than permitting required by TCEQ or other state and federal agencies) shall not be required to commence activities that are not defined as Development which include:

    a) lawn and yard care, including mowing, gardening, tree care, and maintenance of landscaped areas;

    b) removal of trees or vegetation damaged by natural forces; and

    c) agricultural activity.

14) Development Agreement: The Camino Real Development Agreement entered into by and among the City, WALTON TEXAS, LP, a Texas limited partnership, in its capacity as Owner and in its capacity as an operator and manager on behalf of other Owners, and WALTON CAMINO REAL 1, LP, a Delaware limited partnership; and executed effective _____.

15) District: Parklands Municipal Utility District (MUD) No. 1 of Hays County or a subsequent district created within Camino Real.

16) Duplex: Two (2) Single-family residential dwelling units attached and forming a single building. Duplex units may share a common wall along a side Lot line or may be located on a single Lot, but are not stacked (one unit over another). Duplex units are considered to be Single-family.

17) Engineer: A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of Engineering.

18) Flood Hazard Area Permit (FHAP): A permit issued by County for all land modification activity including but not limited to the construction of buildings, roadways, paved storage areas, parking lots, storm water management facilities, excavation, construction of dams, or any other activity that could affect the flow of storm water across a property. The application, processing, or recordation of a plat does not have to occur or be associated with the issuance of a FHAP.

19) Floodplain Development Permit: A permit issued by the City in accordance with the City's Flood Damage Prevention Ordinance for all land modification activity which includes the construction of buildings, roadways, paved storage areas, parking lots, storm water management facilities, excavation, construction of dams, placement of fill, or any other activity within the limits of the 100-year floodplain as mapped by FEMA but having a watershed equal to or greater than one (1) square mile that could affect the flow of storm water across a property. The application, processing, or recordation of a plat does not have to occur or be associated with the issuance of a Floodplain Development Permit.

20) Lot: An undivided tract or parcel of land having frontage on a public or private Street and which is, or in the future may be sold, conveyed, transferred or improved; and which is designated by a tract number/symbol or lot number/symbol, or, if greater than ten (10) acres, by metes and bounds.

21) Manufactured Building: Either an independent, individual building, a combination of modules, or a module for combination with other elements to form a building, which has been mass-produced in a factory and designed and constructed for transportation to a Site for installation and use on a permanent foundation when connected to required utilities at that Site. All manufactured buildings must either meet the standards set by these Camino Real Development Standards as determined by an onsite inspection by inspectors or be certified as meeting the codes and standards established by the Texas Department of Licensing and Regulations or the United States Department of Housing and Urban Development (HUD), as appropriate.

22) Manufactured Home: A Structure (also referred to as a "HUD-Code Manufactured Home") constructed on or after June 15, 1976 according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on Site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent

foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. This term shall not include a recreational vehicle.

23) May: The word "may" is merely directory.

24) Multi-family: Means any Development which proposes more than two living units on one Lot, excluding Duplexes and Townhomes.

25) Pavement Width: The portion of a Street available for vehicular traffic. Curbs are not included in the pavement width.

26) Permanent Foundation: A concrete slab or wooden, concrete, and/or steel pier and beam substructure upon which a building is permanently fastened and attached so as to preclude the transport of the building on its own chassis.

27) Property: Approximately 1,743.59 acres of land, more or less, located or to be located in the ETJ of the City of Niederwald, Hays County, Texas, more particularly described on Exhibit "2" hereto also known as Camino Real.

28) Property Owner or Owner: The Owner(s) of Property sought to be developed; Owner may designate an authorized agent to submit applications on its behalf.

29) Right-of-Way: Any travel-way open to the general public for travel or land dedicated for eventual travel by the public. Dedicated Right-of-Way may, in addition to travel by the public, be used for installation of utilities or other public purposes.

30) Shall: The word "shall" is mandatory.

31) Single-family: One primary residential dwelling unit on one legal Lot.

32) Site: An area of ground subject to permitting, platting, and developed, and occupied or to be occupied by a Structure(s).

33) Site Plan: Detailed line drawings and accompanying text clearly describing the Development that is required to be submitted by an Applicant for certain types of Development as described in Section 6.01 of this Exhibit "B".

34) Street: A public Right-of-Way or private easement (only if expressly approved by the City), however designated, which provides vehicular access to adjacent land.

a) Street Type "A" and Type "B" is a divided (6 or 4 lanes),

limited-access roadway designed to provide vehicular circulation between major traffic generators such as large high-density residential Developments, commercial centers, industrial areas, and other municipalities.

b) Street Type "C" is a divided or undivided, limited-access roadway designed to provide vehicular circulation between secondary traffic generators, such as large shopping centers, office complexes, high schools, and municipal or regional park/recreation areas, and between Major Arterial Streets and Streets of lower classification.

c) Street Type "D" is an undivided roadway generally providing access to Major Arterial Streets from other collectors and Local Streets but generally without frequent direct access from numerous adjacent properties, but rather accessed from larger Developments and uses such as schools, offices, Multi-family complexes, and neighborhood commercial centers.

d) Street Type "E" is an undivided roadway generally providing access to arterials and other collectors from Local Streets, but also directly serving individual uses and Lots including Single-family residential.

e) Street Type "F" provides access to individual adjacent properties.

f) An "Alley" is a passageway designed primarily to provide access to or from the rear of residential property otherwise abutting on a public Street.

g) All of these types of Streets are more particularly described in Table 1 in Section 7.01 of this Exhibit "B".

35) Structure: Anything constructed or erected, the use of which requires location on or in the ground or attachment to something having location on or in the ground.

36) Subdivider: Any person or any agent thereof, dividing or proposing to divide land so as to constitute a Subdivision as that term is defined herein. In any event, the term "Subdivider" shall be restricted to include only the Owner, equitable Owner or agent of such Owner or equitable Owner, of land sought to be subdivided. The term is sometimes referred to as the "Applicant", "Owner", "developer", "builder," or other similar title.

37) Subdivision: The division of any tract, Lot, piece, or parcel of land,

or any portion or fraction thereof (whether by block or lot numbers, by metes and bounds description so long as the parcel created is 10 acres or greater, or in any other manner) in two or more parts for the purpose of transfer of ownership, suburban lots or Sites, building lots or Sites, or any Lots or Sites for Development or improvement, whether all or any portion thereof be intended for public use, or only for the use of purchasers, short or long-term lessees, guest and/or Owner's agents. Subdivision also includes re-subdivision of any tract, Lot, piece, or parcel of land, or any portion or fraction thereof.

38) Surveyor: A licensed State Land Surveyor or a Registered Professional Land Surveyor, as authorized by the Professional Land Surveying Practices Act to practice the profession of surveying.

39) TCEQ: The Texas Commission on Environmental Quality, or its successor agency.

40) Townhome (or Townhouse): A group of Single-family residential dwelling units in a row and forming a single building or group of single buildings typically in groups of three, four, five, or six, and may be single-story or multi-story. Townhomes share a common wall along a side Lot line, but are not stacked (one unit over another). Multiple Townhome units may exist on a single Lot. Townhome is considered a Single-family use for the purposes of this Exhibit "B".

41) Tract: An area of land defined by metes & bounds or by plat.

42) Traffic Impact Analysis: A study which assesses the effects that a particular Development's traffic will have on the transportation network in the community.

43) Tri-Party Agreement: The Tri-Party Agreement Providing for Regulation of Subdivision and Approval of Camino Real between Walton Texas, LP, Walton Camino Real 1, LP, City of Niederwald and Hays County.

44) Utility Easement: An interest in land granted to the City, to the public generally, and/ or to other utility service providers and private utility corporations, for installing or maintaining utilities across, over or under private land, together with the right to enter thereon with machinery and vehicles necessary for the repair, maintenance or replacement of said utilities.

Section 2. General Conformity for Plats, Construction Plan and Site Plan

Applications:

Section 2.01:

1) Any application (including applications for approval of Final Plats, Construction Plans and Site Plans) submitted with respect to the Development of any portion of Camino Real shall expire forty-five (45) calendar days after the date the application is filed if:

   a) the Applicant fails to provide the documents or other information necessary to comply with the administrative requirements relating to the form and content of the application, including but not limited to the payment of all applicable application fees;

   b) the City provides the Applicant no later than ten (10) business days after the date the application is filed written notice of the failure that specifies the necessary documents or other information and the date the application will expire if the documents or other information is not provided; and

   c) Applicant fails to provide the specified documents or other information within the aforesaid forty-five (45) calendar day period.

2) An application shall be considered to be incomplete until such time as the Applicant provides all documents and information required as to the form and content of the application and pays all applicable fees, and none of the following timelines described herein shall start to run until such time as the City receives a completed application from the Applicant.

3) The forms, number of copies, format, and other administrative requirements associated with submittals and applications to the City and County shall be as reasonably requested by each, and from time to time may be revised. The Applicant may request and shall be provided such requirements by the City and County prior to submitting an application.

Section 3. Application and Inspection Fees:

Section 3.01- City Fees:

1) Applicant shall pay the standard City development review and inspection fees which are applicable to all other developments located within the City's extraterritorial jurisdiction at the time of each application submission.

Section 3.02 – County Fees:

1) Applicant shall pay eighty percent (80%) of the standard County review and inspection fees which are applicable to all other developments within the County at the time of each application submission.

Section 4. Variances:

Section 4.01- Variances:

1) City Staff may authorize a variance from this Exhibit "B", except as it relates to drainage, roadway or floodplain standards unless also approved by Hays County Commissioners Court, when the variance would result in an equal or better development standard than the original requirement, the requirement does not appear to be reasonably applicable to a specific case, or in a case of an undue hardship the following criteria is met:

   a) There are special circumstances or conditions affecting the land involved, such that the strict application of the standards would deprive the Applicant of the reasonable use of its land; and

   b) The variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant; and

   c) The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area; and

   d) The granting of the variance will not have the effect of preventing the orderly Subdivision of other land in the area.

2) A variance request denied by the City Staff may be appealed by the Applicant to the City Council. The appeal shall be in writing and shall state the basis for the appeal. Within thirty (30) days of the City receiving an appeal letter the City Council shall act upon the request. The City Council may amend, uphold or deny a decision made by the City Staff, but in no event will the City Council overturn a decision made by Hays County Commissioners Court with respect to a variance solely related to roadway, drainage or floodplain standards. All variances require approval of the City, in addition to the approval of the County in the case of variances solely related to roadway, drainage or floodplain standards.

Section 5. Subdivision Requirements:

Section 5.01 - Special Provisions:

1) Unless as otherwise provided for in this Exhibit "B", no Building Permit shall be issued for any Structure on a Lot in a Subdivision for which a final plat has not been recorded.

2) The provisions of this Section 5 shall not be construed to prohibit the issuance of Building Permits for any Lots upon which a model home is to be constructed, provided that the final plat has been approved (but not necessarily filed of record), water and sewer service is available and approved by the respective utility providers, if applicable, the use of the Structure as a facility open to the public does not commence until all utilities and Streets serving the Lot are constructed in accordance with approved plans, and that sale to and occupancy of the home by a resident after its use as a sales/model facility does not occur until the Final plat is filed of record.

5.02 – Dedication and acceptance of Subdivision Infrastructure:

1) Upon completion of the required public improvements: (i) water facilities shall be accepted by the then current retail water provider, (ii) roadway facilities shall be accepted by County, (iii) drainage facilities shall be accepted by the District or property owners association, and (iv) wastewater shall be accepted by the District. Subdivision acceptance shall not be withheld prior to completion of private improvements, including but not limited to landscaping, retaining walls, amenities, and franchise utilities.

2) Where dedication to the public is required for roadway facilities, dedication shall be made through appropriate legal instruments. Such dedication shall be made to the public with County as custodian of all titles, privileges and other legal rights conveyed through the dedication. In the case of easements dedicated to the public, County may designate another political subdivision or private not-for-profit entity as custodian of County's rights under said easement. No dedication shall be effective until the record document is filed with the County Clerk in the Official County Records. Dedication to the public may be accomplished through any legal means recognized by the County, including:

   a) Filing a written deed in the Official County Records that conveys the fee simple interest to County in the item being dedicated;

   b) An easement document filed in the Official County Records that conveys a perpetual Right-of-Way easement to County in the item being dedicated;

c) Designation of Rights-of-Way, easements, and other public dedications on a final plat, whether through indication on the plat or reference in a plat note;

d) An order issued by a court of competent jurisdiction subsequently filed in the Official County Records.

3) Drainage facilities to be constructed within dedicated public roadways shall be maintained by the District or property owners association.

5.03 – Preliminary Plans:

1) Subdivider shall cause to be prepared a preliminary plan and accompanying plans for roads, sanitary sewer, water, and drainage, and all other public improvements, if any such improvements are proposed with the Subdivision. The plans shall be prepared by a Surveyor or Engineer in accordance with this Exhibit "B".

2) Subdivider shall deliver ten (10) copies of all materials to the City for distribution to the City Staff and County.

3) The preliminary plan shall be drawn on plan sheets not to exceed 30" x 42" in size. The plan shall be drawn to a scale not to exceed one inch to one hundred feet (1"=100'). When more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire Subdivision at an appropriate scale shall be attached to the plan. Upon approval of the preliminary plan, the Subdivider shall provide to the City and the District a mylar copy and a digital CAD file.

4) The preliminary plan shall show the following:

a) Names and addresses of the Subdivider, record Owner, Engineer and/or Surveyor.

b) Proposed name of the Subdivision, which shall be distinguishable from the name of other Subdivisions located within the County. Subsequent phases of the same Development may use the same name with a designator such as "Phase X" or "Section X" to indicate individual Development phases.

c) Names of contiguous subdivisions and the owners of contiguous parcels of un-subdivided land.

d) Date of preparation, scale of plat, north arrow, and a general

location map.

e) Brief legal description referencing the volume and page of the appropriate County Official Public Records and Lot and block, if a re-subdivision; the metes and bounds of the Subdivision, including location of primary control points and ties to such control points to which all dimensions, angles, bearings, block numbers, and similar data shall be referred; and, either on the plat or by a separate instrument, a written metes and bounds description of the property to be subdivided.

f) Subdivision boundary lines, indicated by heavy lines, and the computed acreage of the Subdivision.

g) Location of the City limits line and the border of the City's extraterritorial jurisdiction, if they traverse the Subdivision, or form part of the boundary of the Subdivision.

h) Location of floodplain per Federal Emergency Management Agency (FEMA).

i) Location, scaled dimension, name and description of all existing or recorded Streets, alleys, reservations, easements or other public Rights-of-Way within the Subdivision, intersecting or contiguous with its boundaries or forming such boundaries.

j) Location, scaled dimensions, description and name of all existing and recorded Lots within the Subdivision, if previously subdivided.

k) Location of existing water courses and drainage Structures within the Subdivision, or intersecting or contiguous with its boundaries.

l) Other topographical information within or adjacent to the Site, which shall include contour lines at two (2) foot intervals.

m) Location, scaled dimension, description and names of all proposed Streets, alleys, parks, open space, other public or private areas, reservations, easements or other Right-of-Way, blocks, Lots and other Sites within the Subdivision.

n) A number or letter to separately identify each Lot and block.

o) Front building setback lines on all Lots and Sites.

p) Vicinity sketch or map at an appropriate scale showing the Subdivision in relation to major roadways and landmarks.

5) The preliminary plan shall be accompanied by:

a) A preliminary schematic drainage plan ("one-line" plan view only; profile information is not required) showing the storm sewer layout and other means of drainage conveyance, along with preliminary runoff calculations. Drainage conveyance systems may include Streets, pipes, ditches, culverts, bridges, inlets, natural or constructed channels, or other systems as appropriate. The 100-year FEMA floodplain shall be shown on the plan. The purpose of the plan is to show the general layout and proposed means of providing adequate drainage for the Subdivision. This plan is preliminary and cursory in nature and is not intended to be used for construction. This plan may be different than the Construction Plans prepared in conjunction with the final plat and/or Site Plan.

b) A preliminary schematic utility plan ("one-line" plan view only; profile information is not required). The plan shall show the water and wastewater lines, fire hydrants, valves, manholes, clean-outs, etc. to serve the proposed Subdivision. The purpose of the plan is to show the general layout and proposed means of providing adequate water and wastewater service. This plan is preliminary and cursory in nature and is not intended to be used for construction. This plan may be different than the Construction Plans prepared in conjunction with the final plat and/or Site Plan.

6) Once the application is deemed complete in accordance with Section 2 herein, Applicant shall submit ten (10) copies of all required material to the City for distribution.

7) The City shall promptly deliver a copy of the submitted application and associated documents, including six (6) copies of the plan, for review and approval by County no later than five (5) business days after the completed application is filed with the City.

8) The City and County shall review the application and preliminary plan as to its conformity with the Tri-Party Agreement, Camino Real Development Standards, Concept Plan, state law, federal law, and, if applicable, variances as may be approved.

9) The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the application is submitted by the City to the County for review.

10) The City shall deliver to the Applicant combined written comments from the review regarding an application no later than thirty (30) calendar days after the application is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

11) An Applicant may file with the City an update to an application for preliminary plan approval not later than sixty (60) calendar days after the application is filed with the City. Applicant shall deliver ten (10) copies of all update materials to the City for distribution to the City Staff and County. This sixty (60) day review period may be extended for one (1) additional thirty (30) day period upon written request to the City. The City and County shall grant an extension of the sixty (60) day review period.

12) The City shall promptly deliver a copy of the submitted update to an application and associated documents, including six (6) copies of the updated plan, for review and approval by County no later than five (5) business days after the update is filed with the City. The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the update to an application is submitted by the City to the County for review. For each update submitted by an Applicant the City shall deliver to Applicant combined written comments regarding an application no later than thirty (30) calendar days after an update is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

13) After the City and County determine the preliminary plan submittal or subsequent updates are in conformity with the Tri-Party Agreement, Camino Real Development Standards, the Concept Plan, and if applicable, requested variances, the City shall schedule the preliminary plan for consideration at the next reasonably available City Council meeting.

14) The City shall include in the City Council agenda backup, written recommendation from the Director of the County Development Services Department indicating that (i) County staff has reviewed and approved the application, and (ii) if applicable, any variances to this Exhibit "B" as it relates to drainage, roadway or floodplain standards have been duly approved by the Hays County Commissioners Court. The City shall take no action on any plat without the County's written recommendation.

15) The City Council and County shall approve a preliminary plan that complies in all material aspects with the Concept Plan, Tri-Party Agreement, Camino Real Development Standards, state law and federal law, and if applicable, variances as may be approved.

5.04 - Final Plat:

1) The final plat and accompanying data should generally conform to the approved preliminary plan. Provided however, the City and County shall waive the requirement to submit a revised preliminary plan prior to approving a final plat for minor deviations. Minor deviations shall include, but are not limited to, lot dimensions; increases or decreases in lot count and acreages of land uses of 10% or less; minor reconfigurations of the road alignment that do not alter the general roadway network and connectivity of the subdivision with surrounding land.

2) The final plat shall be drawn on sheets sized and formatted in accordance with the County's requirements. The plat shall be drawn at a scale not to exceed 100 feet to one (1) inch. When more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire Subdivision at an appropriate scale shall be attached to the plat. Prior to approval of the final plat, the Subdivider shall provide the County a digital data file which meets the requirements of the County Digital Data Submission Standards. Upon approval of the final plat the Subdivider shall provide to the City a mylar and a digital CAD file.

3) The final plat shall include all of the applicable features required for preliminary plans (excluding natural features, topographical information, and floodplain delineation) and shall include the following additional information:

   a) A brief legal description by volume and page of the appropriate County Deed Records, a complete written legal description by metes and bounds, and the actual metes and bounds of the Subdivision, including location of all monuments and primary control points and ties to such control points to which all dimensions, angles, bearings, and similar data in the description are referenced.

   b) The exact locations, dimensions, names, and description of all existing or recorded Streets, alleys, reservations, easements, or other public Rights-of-Way whether within the Subdivision or intersecting or contiguous with its boundary or forming such boundary, and showing accurate dimensions, bearing or deflecting angles and radii, area, and central angle, degree of curvature, tangent distance and length of all curves where appropriate.

   c) The exact locations, dimensions, descriptions, and names of all proposed Streets, alleys, parks, open space, other public or private areas, reservations, easements or other Right-of-

Way, blocks, Lots and other Sites within the Subdivision with radii, area, and central angles, degree of curvature, tangent distance and length of all curves where appropriate.

d) Appropriate easements and Right-of-Way shall be shown on the plat to contain floodways, floodplains, and drainage ways at design water surface elevations and limits. However, delineation of floodplain limits, FEMA or otherwise, shall not be placed on the final plat as these delineations are subject to change without a corresponding amendment or revision to the final plat so long as the floodplain is adequately contained in the drainage easements and if it is easily discernible the area is prone to flood.

e) Minimum finished floor elevations shall be shown on Lots or building Sites when located adjacent to floodplain, channels, detention basins, or other open drainage systems or Structures such as yard inlets. The minimum finished floor elevation shall be at least one foot (1') higher than the 100-year design water surface elevation for the adjacent drainage way or Structure.

f) The final plat shall include the following statements and certifications, appropriately executed:

i. Owner's Acknowledgment

STATE OF TEXAS

COUNTY OF _____

I (We), the undersigned, Owner(s) of land shown on this plat, and designated herein as the _____ Subdivision in the County of Hays, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all Streets, alleys, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed

to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office on this the _____day of _____, 20__.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF _____

I (We), the undersigned Owner(s) of the land shown on this plat, warrant that any right, privilege, obligation, or remedy granted to me by the Tri-Party Agreement, {RECORDING INFORMATION} and other relevant laws of the City of Niederwald, Texas, and Hays County, Texas, shall also run in favor of my successors in interest, assigns, agents, employees, or any person acting pursuant to the directions of any of the foregoing, or under cover of the same.

Owner

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office on this the _____day of _____, 20__.

Notary Public in and for the State of Texas

ii. Approval of the City Council of City

This plat, _____, has been submitted to and considered by the City Council of the City of Niederwald, Texas, and is hereby approved by such Council.

Mayor ATTEST BY: _____City Secretary

[City's Seal]

iii. Certification of the surveyor responsible for surveying the Subdivision area, attesting to its accuracy

STATE OF TEXAS
COUNTY OF _____

I, the undersigned, a public surveyor in the State of Texas, hereby certify this plat is true and correct to the best of my knowledge and ability and that it was prepared from an actual survey of the property made on the ground with my direct supervision.

Registered Professional Surveyor No._____ State of Texas [Surveyor's Seal]

iv. Approval of the County by Staff (for plats in the ETJ)

I, the undersigned, Director of the Hays County Development Services Department, hereby certify that this plat conforms to all Hays County requirements as stated in the Tri-Party Agreement Providing for Regulation of Subdivision and Approval of Camino Real.

Director, Hays County Development Services Department

g) The submittal and application of a final plat shall be accompanied by Construction Plans prepared in accordance with Section 5.10. Construction Plans are typically required when public improvements are proposed in conjunction with a Subdivision.

4) Once the application is deemed complete by the City in accordance with Section 2 herein, Applicant shall submit ten (10) copies of all required material to the City for distribution.

5) The City shall promptly deliver six (6) copies of the final plat, and two (2) sets of Construction Plans to the County no later than five (5) business days after the completed application is filed with the City.

6) The City and County shall review the application, final plat, and Construction Plans as to its conformity with the Concept Plan, Tri-Party Agreement, the Camino Real Development Standards, state law, federal law, and, if applicable, variances as may be approved.

7) The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the application is submitted by the City to the County for review.

8) The City shall deliver to the Applicant combined written comments from the review regarding an application no later than thirty (30) calendar days after the application is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

9) An Applicant may file with the City an update to an application not later than sixty (60) calendar days after the application is filed with the City. Applicant shall deliver ten (10) copies of all update materials to the City for distribution to the City Staff and County. This sixty (60) day review period may be extended for one (1) additional thirty (30) day period upon written request to the City. The City and County shall grant an extension of the sixty (60) day review period.

10) The City shall promptly deliver a copy of the submitted update to an application, final plat, and Construction Plans, and associated documents, including six (6) copies of the updated plan, for review and approval by County no later than five (5) business days after the update is filed with the City. The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the update to an application, final plat and Construction Plans is submitted by the City to the County for review. For each update submitted by an Applicant the City shall deliver to the Applicant combined written comments regarding an application no later than thirty (30) calendar days after an update is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

11) After the City and County determine the final plat and Construction Plan submittal, or subsequent updates, are in conformity with the Tri-Party Agreement, Camino Real Development Standards, the Concept Plan, state law, federal law, and, if applicable, requested variances, the City shall schedule the final plat for consideration at the next reasonably available City Council meeting.

12) In order to avoid unnecessary delays, the final plat may be scheduled for the next reasonably available City Council meeting if the Construction Plans are not fully approved or in conformity with

the Camino Real Development Standards if (i) in the City's sole determination, the outstanding comments or issues regarding the Construction Plans are relatively minor, and (ii) the form of the final plat is not expected to change as a result of the Applicant addressing any outstanding comments or issues.

13) Under no circumstances shall the plat be recorded or construction commence until the Construction Plans are fully approved, and if applicable, fiscal surety for public street improvements is posted with the County. If material changes to the plat are required or made after City and County approval, re-approval of the plat by the City Council and County may be required.

14) The City shall include in the City Council agenda backup a written recommendation from the Director of the Hays County Development Services Department indicating that (i) County staff has reviewed and approved the application, (ii) if applicable, any variances to this Exhibit "B" as it relates to drainage, roadway or floodplain standards have been duly approved by the Hays County Commissioners Court, and (iii) if applicable, fiscal surety for 100% of the estimated cost of public street improvements is posted with the County. The City shall take no action on any plat without the County's written recommendation.

15) City Council and County shall approve a final plat that is in conformance with the Concept Plan, Tri-Party Agreement, Camino Real Development Standards, state law, federal law, and, if applicable, variances as may be approved.

16) In order for a final plat to be recorded the following actions must occur:

a) Written recommendation of approval must be received by the Director of the Hays County Development Service Department;

b) The City Council must approve the final plat;

c) The City must approve the Construction Plans;

d) The final plat may be recorded either: (i) after the completion of appropriate subdivision infrastructure, which may be constructed in phases, but prior to final acceptance of the improvements by the applicable utility providers, or (ii) once fiscal surety for street improvements has been posted with the County; and

e) Subdivider shall provide a recordable final plat to City and pay all plat recording fees. Subdivider shall also provide City and County with Auto CAD files of approved subdivision plats and digital files of as-built public infrastructure and improvements.

5.06 – Replat

1) A replat shall control over a previously recorded plat. The replat shall be signed and acknowledged by the Owner(s) of the portion of the previous plat being replatted, and shall be approved or disapproved by the City Council after a public hearing on the matter. Only the signatures and acknowledgements of the Owner(s) of the portion of the original plat subject to the replat are required. Signatures and acknowledgements of other property Owners within the original platted Subdivision are not required.

2) Format, information, and data required for a replat shall be the same as a final plat, except that Construction Plans are not required if public improvements or reconstruction of existing facilities is not proposed.

3) Once the application is deemed complete in accordance with Section 2 herein, Applicant shall submit ten (10) copies of all required material to the City for distribution.

4) The City shall promptly deliver six (6) copies of the replat, and if applicable, two (2) sets of Construction Plans to County no later than five (5) business days after the completed application is filed with the City.

5) The City and County shall review the application, replat and Construction Plans as to its conformity with the Concept Plan, the Tri-Party Agreement, Camino Real Development Standards, state law, federal law, and, if applicable, variances as may be approved.

6) The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the application is submitted by the City to the County for review.

7) The City shall deliver to an Applicant combined written comments from the review regarding an application no later than thirty (30) calendar days after the application is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

8) An Applicant may file with the City an update to an application for replat and Construction Plan approval not later than sixty (60)

calendar days after an application is filed with the City. Applicant shall deliver ten (10) copies of all update materials to the City for distribution to the City Staff and County. This sixty (60) day review period may be extended for one (1) additional thirty (30) day period upon written request to the City. The City and County shall grant an extension of the sixty (60) day review period.

9) The City shall promptly deliver a copy of the submitted update to an application for replat and Construction Plan approval, and associated documents, including six (6) copies of the updated replat and Construction Plans, for review and approval by County no later than five (5) business days after the update is filed with the City. The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the update to an application for replat and Construction Plan approval is submitted by the City to the County for review. For each update submitted by an Applicant the City shall deliver to an Applicant combined written comments regarding an application no later than thirty (30) calendar days after an update is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

10) After the City and County determine the replat, and if applicable, Construction Plan, submittal or subsequent updates are in conformity with the Camino Real Development Standards, the Concept Plan, state law, federal law, and if applicable, requested variances, the City shall schedule the replat for consideration at the next reasonably available City Council meeting.

11) In order to avoid unnecessary delays, the replat may be scheduled for the next reasonably available City Council meeting if the Construction Plans are not fully approved or in conformity with the Camino Real Development Standards if, (i) in the City's sole determination, the outstanding comments or issues regarding the Construction Plans are relatively minor, and (ii) the form of the replat is not expected to change as a result of the Applicant addressing any outstanding comments or issues.

12) Under no circumstances shall the replat be recorded, or construction commence until the Construction Plans are fully approved, and if applicable, fiscal surety for public street improvements is posted with the County. If material changes to the plat are required or made after City and County approval, re-approval of the plat by the City Council and County may be required.

13) The City shall include in the City Council agenda backup, written recommendation from the Director of the Hays County

Development Services Department indicating that (i) County staff has reviewed the application, (ii) if applicable, any variances to this Exhibit "B" as it relates to drainage, roadway or floodplain standards have been duly approved by the Hays County Commissioners Court, and (iii) if applicable, fiscal surety for 100% of the estimated cost of street improvements is posted with the County. The City shall take no action on any plat without the County's written recommendation.

14) The City Council and County shall approve a replat that is in conformance with the Concept Plan, Tri-Party Agreement, Camino Real Development Standards, state law, federal law, and if applicable, variances as may be approved.

15) In order for a replat to be recorded the following actions must occur:

a) Written recommendation of approval must be received by the Director of the Hays County Development Service Department;

b) The City Council must approve the replat;

c) The City must approve the Construction Plans and Site Plan (if applicable);

d) The replat may be recorded either (i) after the completion of appropriate subdivision infrastructure, which may be constructed in phases, but prior to final acceptance of the improvements by the applicable utility providers, or (ii) once fiscal surety for street improvements has been posted with the County; and

e) Subdivider shall provide a recordable final replat to City and pay all replat recording fees. Subdivider shall also provide City and County with Auto CAD files of approved subdivision replats and digital files of as-built public infrastructure and improvements.

5.07 – Plat Amendments

1) The City Staff may approve and issue an amended plat, which shall be recorded with the County Clerk and controls over the preceding plat. A hearing and the approval of the City Council or the approval of Lot Owner(s) not included in the portion of the plat subject to the amendment is not required for the approval and issuance of an amended plat. The amending plat shall be signed and acknowledged only by the Owner(s) of the portion of the previous plat being amended.

2) An amending plat must be solely for one (1) or more of the following reasons, or else a replat will be required:

a) To correct an error in a course or distance shown on the preceding plat;

b) To add a course or distance that was omitted on the preceding plat;

c) To correct an error in the description of the real property shown on the preceding plat;

d) To indicate monuments set forth after death, disability, or retirement from practice of the Engineer or Surveyor responsible for setting monuments;

e) To show the property location or character of any monument which has been changed in location or character or which originally was shown incorrectly as to location or character on the preceding plat;

f) To correct any other type of scrivener's or clerical error or omission previously approved by the Council, including Lot numbers, acreage, Street names, and identification of adjacent recorded plats;

g) To correct an error in courses and distances of Lot lines between two (2) adjacent Lots where both Owners join in the application for plat amendment and neither Lot is abolished; provided that such amendment does not attempt to remove recorded covenants or restrictions and does not have a material adverse effect on the property rights of the other Owners in the plat;

h) To relocate a Lot line in order to cure an inadvertent encroachment of a building or improvement on a Lot line or on an easement;

i) To relocate one (1) or more Lot lines between one (1) or more adjacent Lots where the Owner(s) of all such Lots join in the application for the plat amendment; provided that such amendment does not attempt to remove recorded covenants or restrictions, does not increase the number of Lots, or does not create or require the creation of a new Street or make necessary the extension of new municipal facilities.

3) Once the application is deemed complete in accordance with Section 2 herein, Applicant shall submit ten (10) copies of all

required material to the City for distribution.

4) The City shall promptly deliver six (6) copies of the amended plat to County no later than five (5) business days after the completed application is filed with the City.

5) The City and County shall review the application and amended plat as to its conformity with the Concept Plan, the Tri-Party Agreement, Camino Real Development Standards, state law, federal law, and, if applicable, variances as may be approved.

6) The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the application is submitted by the City to the County for review.

7) The City shall deliver to the Applicant combined written comments from the review regarding an application no later than thirty (30) calendar days after an application is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

8) An Applicant may file with the City an update to an application for amended plat approval not later than sixty (60) calendar days after an application is filed with the City. Applicant shall deliver ten (10) copies of all update materials to the City for distribution to the City Staff and County. This sixty (60) day review period may be extended for one (1) additional thirty (30) day period upon written request to the City. The City and County shall grant an extension of the sixty (60) day review period.

9) The City shall promptly deliver a copy of the submitted update to an application for amended plat approval, and associated documents, including six (6) copies of the updated amended plat, for review and approval by County no later than five (5) business days after the update is filed with the City. The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the update to an application for amended plat approval is submitted by the City to the County for review. For each update submitted by an Applicant the City shall deliver to Applicant combined written comments regarding an application no later than thirty (30) calendar days after the update is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

10) The County shall provide to the City written recommendation from the Director of the Hays County Development Services Department indicating that County staff has reviewed the application, and if applicable, any variances to this Exhibit "B" as it relates to

drainage, roadway or floodplain standards have been duly approved by the Hays County Commissioners Court. The City shall take no action on any plat without the County's written recommendation.

11) The City and County shall administratively approve the amended plat after it is determined the amended plat submittal or subsequent update is in conformity with the Tri-Party Agreement, Camino Real Development Standards, the Concept Plan, state law, federal law, and if applicable, variances as may be approved.

12) Subdivider shall provide a recordable final amended plat to City and pay all amended plat recording fees. Subdivider shall also provide City and County with Auto CAD files of approved subdivision plats and digital files of as-built public infrastructure and improvements.

5.08 – Vacation of Plat

1) Vacation of a plat, or a portion of a plat shall be considered in accordance with Texas Local Government Code Chapter 212, as it may be amended.

5.09 – Plat Monuments:

1) Plat monuments shall be of iron pipe or reinforcing steel, one-half of an inch (1/2") or larger in diameter and at least twenty-four inches (24") in length, and be placed at all corners of block lines and at the point of block line tangents of the Subdivision.

2) Lot markers shall be of iron pipe or reinforcing steel, one-half of an inch (1/2") or larger in diameter and at least eighteen inches (18") in length, placed at each corner of all Lots, flush with the average ground elevation, or countersunk, if necessary, to avoid being disturbed.

3) All Subdivisions that include land which is encroached by areas of special flood hazard must include the placement of a permanent benchmark indicating the elevation relative to mean sea level. The benchmark must be located with the platted property, and must be indicated on the Subdivision plat.

5.10 – Construction Plans:

1) All Construction Plans and engineering calculations shall bear the seal and signature of the responsible Engineer. These plans shall include, but shall not be limited to, the following:

a) Plan and profile sheets and details for Streets and alleys.

b) Plan profiles sheets and details for sanitary sewer systems, including, when applicable, pumping, treatment and disposal systems.

c) Plan sheets (and profile sheets for lines 12" and larger), and details for water transmission and distribution systems, including, when applicable, supply, treatment, storage, and pumping facilities.

d) Plan and profile sheets, details, and necessary runoff calculations for storm drainage systems, including, when applicable, detention design and floodplain calculations. All stormwater facilities including pipes, gutters and ditches shall convey peak twenty-five (25) year storm flow. The peak one hundred (100) year storm flow shall be contained within drainage easements and Rights-of-Way.

e) Comprehensive grading plans designed to ensure all Lots will adequately drain.

f) Erosion and sedimentation control plans.

g) Other plans, data, information, and details necessary to demonstrate the adequacy of and to construct all improvements, infrastructure, facilities, and systems required to serve the proposed Development and any effect to adjacent property Owners in accordance with this Exhibit "B".

h) If required by TCEQ, water quality controls shall be required.

2) If applicable, Construction Plans shall be processed concurrently with an application for final plat or replat in accordance with the approval process described herein.

5.11 – Subdivision Layout, Improvements and Policies:

1) Subdivisions shall be arranged to allow for the continuation of Streets and the extension of utilities such that the property and the adjacent area may be developed in an efficient and orderly manner.

2) In general, drainage facilities, water lines, and sanitary sewer lines shall be located under the street pavement. Repairs to street pavement required as a result of the maintenance and operations of the utilities located under the pavement shall be the responsibility of the owners and/or providers of the various utilities.

3) In general, sidewalks shall be permitted within the street right-of-

way, and the County shall grant a license for the sidewalks to exist in the Right-of-Way. The County shall not be responsible for maintenance of sidewalks.

4) Reserve strips controlling access to land dedicated or intended to be dedicated to public use are prohibited.

5) Shared driveways for non-residential uses, Multi-family, Townhome, and Duplex uses are allowed, but not required.

6) Street Layout and Construction:

   a) Adequate Streets shall be provided and the arrangement, character, extent, width, and location of each shall be considered in their relation to existing and other planned Streets, to topographical conditions, to public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served by such Streets. The Street layout shall be devised for the most advantageous Development of the entire neighborhood, and should be laid out so as to discourage through traffic or "cut-through" traffic.

   b) Existing Streets extended to the boundary of the proposed Subdivision from adjoining areas that were not intended to be dead-end Streets, shall be continued.

   c) Street jogs with centerline offsets of less than one hundred ten feet (110') shall be avoided.

   d) In the case of alleys, local Streets, or collector Streets, no new temporary half-Street sections shall be considered.

   e) Except where the design adequately accommodates safety and functionality, Street intersections shall not depart from perpendicular by more than ten degrees (10^{o}) as measured at the intersecting centerlines.

   f) Dead-end Streets (excluding cul-de-sacs) shall be prohibited, except where temporary and the planned future extension of the Street will eliminate the dead-end condition. In no case shall a dead-end Street that is not barricaded to prevent its use be more than 200' in length, or have more than two (2) residential Lots fronting on it without incorporating a temporary turnaround at the end of the Street.

   g) Cul-de-sacs shall not exceed nine hundred feet (900') in length, measured to the center-point of the turn-around.

h) Block length shall not exceed eighteen hundred feet (1,800'), measured along the Right-of-Way line or property line from block corner to block corner. There shall not be a maximum block length when a Subdivision is adjacent to an existing Development where a Street connection cannot be made, adjacent to a natural feature that is not to be crossed, or adjacent to a proposed or future use where a Street connection is not desirable.

i) Streets shall not be surfaced until the portion of utilities and drainage Structures located under the Street are installed to a point at least two (2) feet beyond the edge of the pavement, and have passed necessary inspections.

j) Names of new Streets shall not duplicate or cause confusion with the names of existing Streets, unless the new Streets are a continuation of or in alignment with existing Streets, in which case names of existing Streets shall be used. All new street names shall be approved by the Hays County 911 Addressing Coordinator prior to official naming.

k) Street name signs shall be installed by the Subdivider at all intersections within or abutting the Subdivision. Such signs shall conform to the standards set forth in the Texas Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways. Traffic regulatory signs and safety signs, where applicable, shall be installed by the Subdivider in accordance with the Texas Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

l) Private streets shall require approval from City Council. If approved by Council such private streets shall be owned and maintained by a property owners association(s). All applicable rules and regulations in this Exhibit "B" shall apply to the design and construction of private streets. The Subdivider shall provide the City and the County the public safety, utility and similar public purpose easements over any private street Right-of-Way. The following shall also apply to private street developments:

i. The following note shall be conspicuously displayed on the final plat:

[Owner], by filing this final plat, and all future Owners of this property, by purchasing such property, acknowledge and agree that County shall have no obligation whatsoever to repair or accept

maintenance of the roadways shown on this approved final plat until and unless [Owner] and/or the property occupants or tenants have improved the roadways to the standards of the County and the roadways have been accepted for maintenance by formal, written action from the County Commissioners Court and the roadways, with all required right-of-way and building setbacks in accordance with County regulations have been dedicated by the Owners thereof, and accepted by the County, as public roadways. [Owner] and all future Owners of property within the limits of Camino Real shall look solely to the [Owner or Entity entering into Maintenance Agreement with the County] for future maintenance and repair of the roadways.

ii. Any restrictive covenants establishing a responsibility for roadway operation and maintenance shall be placed on record concurrently with the recording of the final plat.

iii. Private roadways shall be operated and maintained to allow unrestricted ingress/egress by occupants of the property and service providers, including emergency services.

iv. Prior to approval of a final plat that will include private roadways, the Owner shall submit the following:

(l) Ready for execution copies of the articles of incorporation and bylaws of the property owners association; and

(2) The minimum annual assessments that will be imposed upon members of the association.

m) The Subdivider shall cause the installation of street lights conforming to the latest edition of the Illuminating Engineering Society handbook as of the effective date of the Camino Real Development Agreement.

n) The Subdivider's requirements for construction of FM 2001, including grading, paving, drainage, utilities, landscaping, and screening shall be the outside two (2) lanes adjacent to the Subdivision, and required transitions to existing pavement where applicable.

o) The County shall not be responsible for the maintenance, repair, or replacement of Alleys and sidewalks unless the

necessary repair or replacement is the result of actions by County.

7) Drainage:

a) The Subdivider shall be responsible for the conveyance of all storm drainage flowing through or abutting the subject property, including drainage directed to the property by prior Development as well as that naturally flowing by reason of topography. Where new drainage improvements are required along the boundary of a Subdivision, the Subdivider shall be responsible for designing and constructing all the required improvements at or before the time of Development, including the dedication of all necessary Right-of-Way or easements necessary to accommodate the improvements. Where the Subdivider proposes to subdivide only a portion of the property, only the drainage improvements for the portion being subdivided shall be required to be installed, except as drainage improvements outside the portion being subdivided are necessary for proper drainage.

b) The capacity of downstream facilities and conditions must be considered when subdividing and developing the property, and designing the appropriate drainage facilities.

c) Detention shall only be required when:

i. Downstream property (within Camino Real or offsite) is developed but does not have drainage facilities constructed with the capacity to convey the proposed flows from the project, in which case detention shall be provided as necessary to reduce flows sufficient to prevent downstream flooding.

ii. Downstream property is undeveloped and offsite of Camino Real, in which case detention shall be provided as necessary to reduce flows sufficient to achieve the runoff associated with Single-family detached residential Development at 4.0 units per gross acre.

iii. Regional detention facilities within Camino Real are encouraged. The purpose of the regional detention approach is to reduce maintenance and maximize land use by avoiding, when possible, smaller, less efficient, and more numerous detention facilities.

d) In the event that detention is not provided, the responsibility of the Subdivider shall extend to the provision of adequate off-site drainage facilities and improvements to accommodate the full effects of the Development of its property, and does not relieve the Subdivider of the responsibility for providing storm water detention on-site where necessary or required.

e) All drainage easements across private property shall contain the necessary language to permit the required water flow, required maintenance of vegetation by the property Owner(s), and permit the necessary access for inspection. All easements shall be clearly shown on drainage plans and the final plat.

f) When easements in areas adjoining a proposed Subdivision are necessary to provide drainage thereof, or to serve such Subdivision with utilities, the Subdivider shall obtain such easements or find an alternative means to serve the Subdivision.

g) Drainage easements shall be dedicated to the public. Maintenance of drainage easements shall be the responsibility of the District, property owners association, or owner of the property where the easement is located.

h) The City Flood Damage Prevention Ordinance in existence on the date an application is filed with the City shall apply to a project. In addition, all federal and state regulations must be met.

i) No City or County ordinances, rules, regulations, or policies shall be created that prohibit reclamation of floodplain.

j) Conditional Letter of Map Revisions (CLOMRs) shall not be required unless required by FEMA.

k) Subdivision improvements may be withheld prior to the approval and issuance by FEMA of a Conditional Letter of Map Revision (CLOMR) if the floodplain administrator deems necessary. However, acceptance of subdivision improvements shall not be withheld prior to the approval and issuance by FEMA of a Letter of Map Revision (LOMR).

8) Erosion and Sedimentation Control:

a) Erosion and sedimentation controls during the construction stages in a Subdivision shall be implemented in order to

minimize damage and nuisances on adjacent properties, avoid siltation and water quality degradation of streams, and preserve the natural and traditional character of watercourses running through the area.

b) The Subdivider shall be required to submit plans to City for and execute a program of erosion and sedimentation control during the construction period for all parts of the proposed project, and adjacent lands, including easements and Right-of-Ways when necessary. The standards for such plans and program shall be those of TCEQ, and any other state of federal regulations that may apply.

c) All constructed and altered drainage channels shall be designed to minimize potential erosion, including but not limited to stabilization with vegetation, as soon as practical after completion of construction.

9) Franchise Utilities:

a) All telephone and cable television utility lines and all electric utility lateral and service lines and wires shall be underground, except as otherwise herein provided.

b) Where electrical service is to be placed underground, electric utility service lines for Street or Site lighting shall also be placed underground.

c) All electrical, cable television, and telephone support equipment (transformers, amplifiers, switching devices, etc.) necessary for underground line, cable, and wire installations shall be located on the surface, or placed underground, in a public utility easement rather than in a right-or-way. Unless other provisions are made, an 8' non-exclusive easement shall be dedicated for franchise utilities along and adjacent to the Street Right-of-Way.

d) Notwithstanding the provisions of these standards, temporary construction utility service, temporary lines across unplatted future Development areas, or facilities of a size and nature that are typically not located underground, or are not feasibly located underground may be provided by overhead utility lines and facilities without obtaining a variance or exception from the provisions hereof.

e) Utility easements reserved for the use of all public franchise utility lines, conduits, equipment, poles, etc., shall be shown on the final plat.

10) Water:

The Subdivider shall be responsible for ensuring that an adequate and safe water supply system will be available for Development.

11) Wastewater:

The Subdivider shall be responsible for ensuring an adequate and safe wastewater collection, treatment, and disposal system will be available for Development.

12) Maintenance bond for Public Street Improvements:

Applicant will deliver to County proof of a maintenance bond from a surety company as a condition to acceptance of public street improvements. Such surety shall be authorized to do business in Hays County, Texas and of recognized responsibility. Each bond shall be issued for the benefit of the entity which will own and maintain the improvements. The amount of each bond shall be equal to 10% of the estimated cost of construction and shall be maintained for a period of two (2) years after the improvements have been accepted by the applicable utility provider.

5.12 – Inspections:

1) The City shall have the right to review and inspect any public improvement, and assess and collect applicable fees, located in Camino Real. The City shall provide onsite inspector(s) throughout the entire construction process. An experienced inspector, who represents an engineer licensed in the State of Texas, or a licensed engineer, shall perform the inspections. The City inspectors shall be experienced and qualified, and shall be certified or licensed when required by applicable law ("City Inspector"). The City Inspectors shall observe all testing requirements/operations. As a minimum, the City Inspectors shall be onsite during construction activity a minimum of two hours in the morning (prior to 12:00 p.m.) and a minimum of two hours in the afternoon (after 12:00 p.m.). They will also be available (onsite) for afterhours construction activities (4:30 p.m. to 7:30 a.m.) if given 48 hour notice by the Owner and/or contractor, at no additional charge to the Owner. They shall also be available for weekend inspections, at no additional charge to the Owner, if given notice by 4:30 p.m. on the Wednesday prior to the upcoming weekend. The Owner and/or contractor will provide a minimum of an 48 hour notice for all planned testing activities (other than weekends and/or after hours construction activities) if conducted during regular (normal) working hours (7:30 a.m. to 4:30 p.m.).

2) The City Inspector shall perform all Storm Water Pollution Prevention Plan ("SWPPP") inspections as specified and/or required by the TCEQ (or other applicable regular agencies) to the Owner and/or contractor. However, Owner and contractor are not relieved of their responsibilities to observe and maintain the approved stormwater controls in the SWPPP. All SWPPP violations observed by the City Inspector will be reported (in writing) to the District engineer, the Owner, and the contractor within 4 hours of observation during normal working hours (7:30 a.m. to 4:30 p.m.) or first thing the following day of observed violation if occurring after normal business hours. The City Inspector shall make reasonable effort to contact District engineer, Owner and contractor regarding violations within four (4) hours of observation by phone.

3) The City Inspector shall provide weekly reports to the District engineer and the Owner for all onsite observation activities which detail their observations, recommendations, conversations, etc. The City Inspector shall review all testing reports and provide written objections and/or concerns to the District engineer, Owner, and the contractor within 48 hours of receipt.

4) These standards set forth herein shall be considered minimum inspection requirements and additional inspection time shall be provided depending on the level of activity and needs. It is the intent of these requirements to satisfy the TCEQ requirements of inspection for infrastructure within a District that will be subject to reimbursement of cost through the sale of bonds. However, the City inspections shall be performed on all construction activity regardless of whether or not the facilities being inspected are subject to reimbursements.

5) The inspection fee charged to an applicant for such inspections will be equal to the then current fees charged by the City for similar inspections within the City's ETJ.

6) Before final acceptance of any improvements the design Engineer shall issue a concurrence letter to the City stating that he has made an observation of such improvements and recommends acceptance by the City. Along with this letter, the design Engineer shall submit one set of as built drawings.

7) County shall provide an onsite inspector ("County Inspector") for the inspection of all Streets within Camino Real which shall be dedicated to the County for maintenance.

Section 6. Site Plans:

Section 6.01 General Requirements:

1) This Site Plan review process shall apply for all proposed non-residential and Multi-family residential Developments. The process applies to horizontal improvements necessary to develop a Site, rather than the vertical improvements involved with erecting buildings.

2) Any Applicant who files a Site Plan for approval pursuant to this Exhibit "B" agrees to allow entry on the tract or premises which is the subject of such application for purpose of inspection of conditions during the approval stage and during development and construction by City Inspector and/or County Inspector, as applicable.

3) The Applicant shall designate one person or legal entity, with a current address, to which any notice of noncompliance shall be given pursuant to this Exhibit "B".

4) No plans or completed construction will be considered for approval or acceptance by the City Council without certification from the Applicant's Engineer and the City Engineer that such plans and calculations and such construction is complete, and that they are in accordance with specifications and standards contained or referenced herein, and/or with plans previously approved.

5) The City Engineer shall submit written progress reports to the City Council during construction periods. These reports shall be made available for public review upon submission to the City Council. These reports shall be included in the City's fee which is the same fee customarily charged to any other similar development in the City's ETJ.

6) The final responsibility for adequacy and acceptability of all construction shall rest with the developer.

7) Site Plan review shall not be required for the following types of Development projects:

   a) Construction or reconstruction of Single-family, Duplex, or Townhome residential housing and associated buildings, drives, and other appurtenances.

   b) Repairs or replacements to existing Structures.

   c) Construction or reconstruction of barns, silos, livestock, pens, sheds, and other agriculturally related Structures.

   d) Clearing of trees less than eight (8) inches in diameter

measured four and a half feet (4.5') above the base (ground elevation) of the tree, and clearing of Cedar, Mesquite, and Hackberry trees regardless of its size.

e) Linear projects such as roadways, pipelines, and other Development project types that do not require site layouts, parking, setbacks, landscaping and other information typically associated with a Site Plan.

8) Even though certain construction such as linear projects and clearing of trees may not require a Site Plan, any construction or improvements that are public improvements or are Development (as defined herein) shall be subject to the applicable permitting, reviews, and inspections by the City and County in accordance with this Exhibit "B", including, but not limited to, review and approval of Construction Plans, and review and inspection fees in accordance with Section 3.

9) Clearing of trees, including trees other than Cedar, Mesquite, and Hackberry trees, and trees greater than eight inches (8") in diameter measured four and half feet (4.5') above the base (ground elevation), shall not be denied when applied for in connection with a development permit. The purpose of the tree removal regulations is to ensure that as much area as possible is left undisturbed for as long as reasonably possible, and not to prohibit the removal of trees when necessary for development purposes.

10) When the overall Development project is to be developed in phases, the Site Plan area may include only a portion of the overall property that is to be currently developed or constructed. A conceptual plan schematically showing all phases of a phased development shall be provided upon submittal of the first phase and updated with each phase of development.

11) Site Plans shall be of the form and generally include the information set forth below:

a) Drawn on 24" x 36" sheet to a known Engineering scale that is large enough to be clearly legible on reduced copies (11" x 17" or smaller).

i. A title block within the lower right hand corner of the Site Plan with the proposed name of the project or Subdivision, the name and address of the Owner and the land planner, Engineer, architect or surveyor responsible for the plan, the scale of the drawing, both written and graphic scale, the date the drawing was prepared, total Site acreage, and the location of

the property according to the abstract and survey records of Hays County, Texas;

ii. A vicinity or location map that shows the location of the proposed Development in relationship to existing roadways;

iii. The boundary survey limits of the tract and each proposed Lot, scale distances and with north clearly indicated;

iv. The names of adjacent additions or subdivisions, or the name of the owners of record and recording information for adjacent parcels of unplatted land, including parcels on the other sides of roads and creeks;

v. The existing and proposed uses on adjacent land;

vi. The location, width and names of all existing or platted Streets or other public ways within or adjacent to the tract;

vii. Any existing approved easements, with recording information;

viii. Existing buildings; railroad rights-of-way; topography with contours at two-foot intervals with existing drainage channels or creeks, including the 100-year flood plain, if applicable;

ix. Any other important natural features, such as rock outcroppings, caves and wildlife habitats, and all substantial natural vegetation;

x. The layout and width, including Right-of-Way lines and curb lines, of existing and proposed thoroughfares, collector Streets and intersections, and specific configuration of proposed Streets, Lots and blocks, proposed driveways, driveway widths and distances between driveways, and proposed median openings and left turn lanes on future divided roadways. Existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings;

xi. Specific locations and footprints of buildings, building heights, square footages (which for multi-tenant or multi-purpose buildings must show square footage for

each intended use), massing, orientation, loading and service areas, including proposed screening, recycling containers, compactors and dumpster enclosures with proposed screening, pedestrian walkways, and parking areas (including parking ratio calculations); any proposed Sites for parks, schools, public facilities, public or private open space; floodplains and drainage ways, drainage Structures; retention/detention ponds with proposed aesthetic treatments; screening walls; fences; signage; fire lanes and fire hydrants; lighting; visibility easements; and other pertinent Development related features;

xii. A landscape plan showing turf areas, tree types and sizes, screening walls, ornamental plantings, planting schedule, including species, planted height, spacing, container and caliper size, numbers of each plant material, any existing wooded areas, trees to be planted, and irrigation plans, if required;

xiii. Building facade plans showing elevations with any wall-mounted signage to be used; and

xiv. Other information as may be required by the City or County for specific Site Plans. This information and data may include: geologic information, flood data and hydrological studies, environmental information, traffic impact analysis (in accordance with this Exhibit "B"), hours of operation, elevations and perspective drawings, lighting (illumination), and similar information. Approval of a Site Plan may also establish conditions for construction based upon such information.

b) Construction Plans prepared in accordance with Section 5.10, for any public improvement not otherwise approved in connection with a final plat or replat application shall accompany a Site Plan application.

12) Once the application is deemed complete in accordance with Section 2 herein, Applicant shall submit ten (10) copies of all required material to the City for distribution.

13) The City shall promptly deliver a copy of the submitted application and associated documents, including six (6) copies of the plan, for review and approval by County no later than five (5) business days after the completed application is filed with the City.

14) The City and County shall review the application and Site Plan as

to its conformity with the Tri-Party Agreement, Camino Real Development Standards, Concept Plan, state law, federal law, and, if applicable, variances as may be approved.

15) County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the application is submitted by the City to the County for review.

16) The City shall deliver to an Applicant combined written comments from the review regarding an application no later than thirty (30) calendar days after the application is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

17) An Applicant may file with the City an update to an application for Site Plan approval not later than sixty (60) calendar days after an application is filed with the City. Applicant shall deliver ten (10) copies of all update materials to the City for distribution to the City Staff and County. This sixty (60) day review period may be extended for one (1) additional thirty (30) day period upon written request to the City. The City and County shall grant an extension of the sixty (60) day review period.

18) The City shall promptly deliver a copy of the submitted update to an application for Site Plan approval, and associated documents, including six (6) copies of the updated Site Plan, for review and approval by County no later than five (5) business days after the update is filed with the City. The County shall deliver written comments to the City regarding its review within fifteen (15) calendar days after the update to an application for Site Plan approval is submitted by the City to the County for review. For each update submitted by an Applicant the City shall deliver to an Applicant combined written comments regarding an application no later than thirty (30) calendar days after the update is filed with the City. The City shall simultaneously provide a copy of the written comments to the County.

19) The City shall include in the file written recommendation from the Director of the County Development Services Department indicating that County staff has reviewed the application, and if applicable, any variances to this Exhibit "B" as it relates to drainage, roadway or floodplain standards have been duly approved by the Hays County Commissioners Court. The City shall take no action on any Site Plan without the County's written recommendation.

20) After the City and County determine the Site Plan submittal or subsequent updates are in conformity with the Tri-Party Agreement,

Camino Real Development Standards, the Concept Plan, and if applicable requested variances, the City and County shall administratively approve the Site Plan.

Section 7. Design and Construction Standards / Specifications:

7.01 – Streets:

1) Unless otherwise approved, concrete curbs and gutters shall be provided on all Streets and parking areas.

2) All curbs shall be six (6) inches in height.

3) Applicable Streets shall have appropriate pavement markings in conformance with the latest edition of the Texas Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

4) Street signs shall be required at all intersections. Signs shall conform to the standards set forth in the Texas Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

5) The crowns for undivided roadways that are not super-elevated shall be parabolic, be at a height that provides at least ¼" per foot of cross-slope to the gutter, but not less than five (5) inches above the gutter flow line, and be centered between the curbs. Super-elevated Street sections are permitted where necessary.

6) The minimum cross-slope for divided roadway sections shall be ¼" per foot, except in transition zones of super-elevated sections.

7) The crown height and location may be varied if pedestrian and vehicular safety will be enhanced by the variance and the variance will not impede traffic procession. The variance may be approved by the City and County Engineers.

8) Visibility corner clips (ROW clips, or easements) shall be provided at intersections as follows:

   a) Local Streets: 20'x 20'

   b) Collector Streets: 25'x 25'

   c) Arterial Streets: 30'x 30'

   In conditions where visibility is reduced such as at acute intersection angles, or intersections along the outside of a curved Street, then additional sight visibility clips may be required.

9) Cul-de-sacs shall meet the following minimum requirements:

a) For residential uses, the cul-de-sac "bulb" pavement shall be at least eighty (80) feet in diameter in a Street Right-of-Way of at least one hundred (100) feet in diameter. Raised planter islands are allowed in the center of the cul-de-sac, provided that additional pavement and Right-of-Way area is constructed and dedicated to accommodate turning movements as necessary.

b) For non-residential uses, the cul-de-sac "bulb" pavement shall be at least one hundred (100) feet in diameter in a Street Right-of-Way of at least one hundred twenty (120) feet in diameter.

c) In any case, consideration shall be given to the location and proposed uses being served by the cul-de-sac, and appropriate design parameters should be utilized.

10) Street pavement shall generally be centered in the ROW. However, where roadway construction is proposed in existing ROW, the pavement may be off-set if adequate ROW will be provided in the future.

11) A traffic impact analysis may be required for non-residential uses that exceed 10,000 trips per day. The purpose of the traffic impact analysis is to confirm the location of driveways, turn lanes, median openings, etc. required to adequately serve the Site.

12) Streets shall conform to the standards in Table 1.

TABLE 1 STREET DESIGN REQUIREMENTS

Category	ROW	Travel Lanes	Total PVMT Width (FOC-FOC)	Min Median Width	Curve Radius (w/o SE)	Design Speed (MPH)	Minimum Tangent Length	Maximum Grade (%)
Street Type "A"	140'	6-D	2-44' (w/ Bike) 2-39' (w/o Bike)	20'	1,000' 750'	45 40	200'	7
Street Type "B"	120'	4-D	2-30' (w/ Bike) 2-27' (w/o Bike)	15'	1,000' 750'	45 40	150'	7
Street Type "C"	100'	5-U (incl. center turn lane)	69' (w/ Bike) 63' (w/o Bike)	N/A	470'	35	100'	8
Street Type "D"	70'	3-U (incl. center turn lane)	45' (w/ Bike) 39' (w/o Bike)	N/A	470'	35	100'	9
Street Type "E"	60	2-U	36'	N/A	300'	25/30	N/A	10
Street Type "F"	50	2-U	28'	N/A	200'	25	N/A	11
Residential Alley	15	1	10 (E-E)	N/A	N/A	N/A	N/A	11

Notes:

a) Additional median width and ROW width may be required at intersections for turn lanes and other design considerations

b) The above Street design requirements are the minimum standards. Alternate Street configurations may be required or desired, and altered for functional or aesthetic purposes.

c) Residential Lots may front and have direct access to any Major Collector, Minor Collector, or Local Street.

d) Generally, Local Streets serve less than 1,000 average daily trips (ADT), Minor Collectors serve less than 2,500 ADT, Major Collectors serve less than 5,000 ADT, and Minor Arterials serve less than 15,000 ADT. ADT for residential uses shall be 10 one-way trips per dwelling unit per day.

e) The minimum radius for local streets applies only when a centerline curve is utilized. This does not preclude the use of centerline deflections or angles designed in conjunction with street "elbow" or "eyebrow" pavement geometry as commonly utilized in the design of local residential streets.

f) The design requirements for SH 21 and FM 2001 shall be in accordance with TxDOT.

g) Abbreviations:

i. "D": divided

ii. "U": undivided

iii. "SE": super-elevated

13) Curb returns at intersections shall be as follows:

a) Arterial-Arterial: 30';

b) Collector-Arterial or Collector-Collector: 25';

c) Local-Arterial or Local-Major Collector: 25';

d) Local-Minor Collector: 20';

c) Local-Local: 15'.

14) Vertical Design:

a) Changes in vertical grade shall be by means of vertical curves if the grade break is more than 1%. The vertical curves shall be designed considering the design speed.

b) In no case shall grades approaching an intersection exceed six percent (6%) for a distance of fifty feet (50') from the intersecting gutter.

c) The minimum Street grade for any roadway type shall be 0.5%.

d) Curb splits are not permitted except at intersections, on divided roadways, and on super-elevated roadways.

e) The Right-of-Way behind the curb shall be graded at a constant 1/4" per foot grade up from the curb.

f) Guardrails conforming to Texas Department of Transportation specifications are required for all bridges and culverts.

15) Pavement Section Design:

a) A geotechnical report recommending pavement section design, including subgrade preparation and treatment, shall be obtained by the Subdivider and utilized to design the Street sections.

b) At a minimum all Streets shall be paved with either:

i. a minimum of twelve (12) inches of flexible base compacted to ninety-five percent (95%) maximum density in accordance with Test 99 of the American Association of State Highway and Transportation Officials (latest revision) or as recommended by the soil evaluation report, and one and one-half inches (1.5") of compacted hot mix asphaltic concrete (Class A) in accordance with Texas Department of Transportation specifications; or

ii. five (5) inches of reinforced Portland cement concrete (Class A) in accordance with Texas Department of Transportation specifications on stabilized subgrade consisting of cement, lime, or flexible base as recommended in the geotechnical design report.

c) Where shoulders are utilized, they shall have an adequate base and be sealed or paved with side slopes no steeper than 12:1.

7.02. - Sidewalks and Bicycle Facilities:

1) Sidewalks shall be required along each side of every Street, and sidewalk ramps for disabled access shall be required at each intersection of a sidewalk and a Street.

2) Residential Lots and Lots that are adjacent to Local Streets, Minor Collectors, and Major Collectors shall have sidewalks at least four feet (4') in width; commercial Lots and Lots that are adjacent to Major and Minor Arterial Streets shall have sidewalks at least six feet (6') in width.

3) Sidewalks shall conform to the following standards:

a) Generally be located parallel to the curb line, one (1) foot inside the dedicated Right-of-Way. Deviations necessary to avoid utilities or other obstructions and constraints are permissible as long as adequate easements are provided;

b) Have a continuing, common, non-slip surface that is not interrupted by steps or abrupt changes in level;

c) Have a gradual adjustment in level when approaching an intersecting Street or parking area with a common level at the point of such intersection; and

d) Be a minimum of four inches (4") thick concrete (3,000 psi 5 sack equivalent), and reinforced with #3 bars @ 16" spacing.

4) Trails constructed as part of the parks plan or open space and amenity improvements, but also associated with or serving the pedestrian requirements of a Street, shall replace the sidewalk normally constructed with the Street and may be located within the ROW and/or within adjacent easements, Lots, common area, or open space.

5) Sidewalks on or adjacent to Lots shall be constructed with the vertical improvement on the Lot. Sidewalks adjacent to common areas, open space, or roadways that will not have Lots directly fronting, and will otherwise not be associated with a future Building Permit or construction, shall be constructed with the Street improvements.

6) Accessible ramps are required at all corners of Street intersections. At "T" intersections, one (1) ramp shall be located along the through Street, located across from or anywhere in between the two ramps located at the corners of the intersecting Street.

7) Bicycle lanes are permitted, but are not required. Any pavement markings for bicycle facilities shall be in conformance with the current edition of the Texas Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

8) Handrails conforming to Texas Department of Transportation specifications are required whenever the grade adjacent to a sidewalk or pedestrian and bicycle facility may be hazardous to pedestrians and/or bicycles.

9) Speed bumps are not allowed as traffic control devices on public roadways.

10) Pedestrian elements (e.g. sidewalks, crosswalks, access ramps, etc.) for projects in public roadways shall comply with the accessibility requirements of the Texas Department of Licensing and Regulation (TDLR).

7.03 - Drainage:

1) Easements or Right-of-Way for open drainage systems shall include the limits of the one hundred (100) year floodplain under fully developed conditions. Additional easement area shall be required, as necessary, to provide continuous access for purposes of maintenance.

2) Use of grass swales to drain Lots into a Street or drainage system without necessitating drainage easements is allowed. The minimum longitudinal slope of such swales shall be one percent (1.0%). Such grass swales which do not have an associated easement shall not convey an area larger than one-half (1/2) acre.

3) All drainage facilities shall be designed to minimize the potential for erosion at the outfall. Measures to be taken may include, but not be limited to, drop Structures, rip-rap and other types of armor, velocity control / energy dissipation Structures, soil stabilization, and vegetation.

4) Drainage swales and facilities that cross Lot lines should be avoided if possible. A public or private drainage system in appropriate easements is required where runoff from two (2) residential Lots crosses a third, except for where a Lot or portion of a Lot drains to the rear and through the block in a common Lot line swale of Lots backing (FHA Type "C" drainage pattern).

5) All constructed earth Structures shall be compacted to 95% maximum density. Earth slopes shall not exceed 3H: 1V. The flow line of all constructed earthen channels shall include a pilot channel if slopes are less than 1% or at greater slopes if erosive velocities will occur, in which case slope protection may also be required. The minimum slope for a pilot channel shall be 0.4%. Slopes less than 1% without a pilot channel are allowed if the design of the channel is intended to mimic natural conditions, create wetlands, or perform as a bio-filter type system.

6) In general, proposed drainage facilities must be designed so that runoff will not gather in shallow pools and become stagnant or foul, or inhibit maintenance.

7) Runoff Computations:

   a) Runoff computations with construction drawings shall include calculations for the storm frequencies that the various drainage system components are required to capture and convey.

   b) For drainage areas less than fifty (50) acres, the Rational Method may be used for runoff computations in accordance with the City of Austin Drainage Criteria Manual. For areas larger than ten (10) acres, a hydrograph methodology using the Soil Conservation Service unit hydrograph may be used. When the runoff from two (2) or more drainage areas is to be combined, the same methodology must be used for both areas and the methodology should be appropriate for both.

   c) Runoff computations shall be based on a fully developed drainage area or watershed.

8) Low point inlets, constructed channels, public drainage ways, ponds, bridges, and culverts shall be designed to intercept and transport runoff from the 100-year frequency storm.

9) Street curb inlets on grade (not low points) shall be located to intercept runoff where the depth of 25-year storm exceeds curb height, or the depth of the 100-year storm exceeds the capacity of the Right-of-Way. In all cases, including low points, the combined capacity of the storm drain, Street, and Right-of-Way shall be capable of conveying the 100-year storm flow. A positive overflow route capable of conveying the 100-year storm flow shall be provided at all Street low points, if the break-over elevation of adjacent high points is not sufficiently low enough to prevent the spread of water to exceed the limits of the Right-of-Way if the low point inlets are blocked. No other

criteria, such as "dry" lanes or maximum flow allowed through intersections shall apply with respect to a Streets capacity to convey storm flows.

10) Curb inlets shall not be located closer than 5' from a curb return.

11) Inlets shall have a throat height of five (5) inches.

12) Curb heights may not be raised above 6" for the purpose of increasing the hydraulic capacity of a Street.

13) Pipe for storm drains shall be Class III reinforced concrete pipe (RCP) and shall have a minimum cover of 24" under paved surfaces, and 18" under unpaved surfaces (except near outfall locations where cover may be reduced to 12"). Where added strength is needed for traffic loads over reduced cover or in areas of excessive depth, pipe for storm drains shall be Class IV or Class V RCP as appropriate.

14) Storm drain conduit shall generally be constructed to the bank of the receiving waterway, unless the outfall location is temporary and the system will be extended in the future, or if the distance to the receiving waterway is greater than 300', then an open channel may be utilized. Whenever possible, outfalls of storm drains and ditches into open systems, including natural drainage ways, constructed channels, or detention basins shall enter at the flow line grade of the receiving waterway.

15) Storm sewer in Rights-of-Way shall generally be located five (5) feet from the Street centerline to the center of the pipe.

16) Pipes shall be joined such that the soffits of the pipes are at the same elevation.

17) Access (inlets, manholes, or junction boxes) shall be provided at all connections of greater than forty- five (45) degrees, at the junction of three (3) or more lines, and at a maximum spacing of one thousand (1,000) feet.

18) Temporary channels or "grade-to-drains", and channels (temporary or permanent) traversing flood plain areas shall not be subject to the requirement to convey the 100-year storm provided that erosive conditions or damage within the channel or surrounding property will not result.

19) All constructed channels are required to have one (1) foot of freeboard. Temporary channels or "grade-to-drains", and channels traversing flood plain areas shall not be subject to the freeboard requirement.

20) Construction details and specifications for box culverts, bridges, headwalls, and other drainage Structures may be those of the Texas Department of Transportation (TXDOT) specifications, or adaptions of.

21) For Arterial roadway bridge crossings or any crossing of a stream or channel with a 100-year discharge of more than 1,200 CFS, the design 100-year

water surface elevation shall be at least one (1) foot lower than the low chord of the Structure. For all other types of roadway bridge crossings with a 100-year discharge of less than 1,200 CFS, the design 100-year water surface elevation shall not be higher than the crown of the pavement. In no case shall the water surface elevation around the bridge crossing be allowed to encroach on private property without being contained within a drainage easement.

22) Horizontal curves in storm sewers are allowed utilizing pipe joint deflections in accordance with manufacturer's recommendations. Vertical curves are not allowed. Horizontal and vertical changes in alignment utilizing bends are allowed.

23) The minimum pipe size for public storm drains and culverts shall be 18" in diameter.

24) Floodplain:

a) For areas of flow with less than 64 acres of contributing area, floodplain is not required to be defined. However any concentrated flow for such areas, except as specifically addressed elsewhere in this Exhibit "B", necessitates the dedication of a drainage easement which shall be shown on the final plat.

b) In all cases where a floodplain determination is required, the determination shall be based on the projected full development of all properties contributing to the point of consideration. It is the responsibility of the design Engineer to determine, based on the most accurate information available, what the fully-developed drainage area is.

c) Floodplain limits shall be determined by a backwater analysis. The direct-step method of calculating water surface profiles is required. The HEC-2 and HEC-RAS computer programs may be used for calculating the water surface profile.

d) For natural waterways of less than 64 acres, a back-water analysis is required when downstream Structures will impede the flow of runoff, or where irregularities in the shape of the channel create significant energy losses.

25) Detention:

a) For drainage basins serving less than ten (10) acres, the Modified Rational Method (MRM), the HEC-HMS, HEC-RAS, HEC-1 or other industry standard programs as approved by the City Engineer, may be used to determine the minimum detention volume required. The outlet Structure used must be designed so that it meets the assumptions of the MRM. Where detention ponds serving greater than ten (10) acres are utilized, a hydrographic methodology is required to analyze the adequacy of the proposed Structure. The Soil Conservation Service

(SCS) unit hydrograph shall be used. The times of concentration or lag times used in the analysis shall be calculated using the methodology of TR-55 or the Uplands Method described in NEH-4. The runoff curve numbers used shall be calculated based on the actual soil class in the analysis area and the actual proposed and probable impervious cover. The City of Austin Type III 24-hour rainfall distributions shall be utilized for precipitation. The HEC-HMS, HEC-RAS, HEC-1 or other industry standard programs as approved by the city engineer, are accepted programs for utilizing the SCS hydrographs.

b) All detention facilities shall be designed to allow complete drainage within 24 hours.

c) Peak runoff rates shall not be increased at any point downstream of the District for the two (2), twenty-five (25), and one hundred (100) year storms, without downstream improvements being made or planned that can accommodate the increased runoff.

26) Water Quality:

Permanent water quality controls shall be provided for all retail/commercial development that has more than 40% impervious cover. The desired type of control is the currently specified Partial Sedimentation/Filtration Pond in the City of Austin Environmental Criteria Manual. The Owner may propose other types of Permanent Water Quality Controls, if they can be shown to provide as good or better treatment. The City shall review alternate methods of Permanent Water Quality Control and may approve or not approve the alternate methods.

7.04 – Water:

1) All water lines and service connections shall conform to the requirements of the TCEQ, the fire insurance standards of the State Board of Insurance, and any other applicable federal and state laws and regulations.

2) Fire hydrants shall be provided at least every five hundred feet (500') in residential areas, measured along the path of the hose from the hydrant to the center of each Lot, and at least every three hundred feet (300') in commercial and industrial areas, measured along the Street. All fire hydrants shall be standard three-way, post-type, dry barrel hydrants, be in compliance with American Water Works Association Standards, have at least six inches (6") connections to mains, and have at least five and one quarter inches (5.25") valve openings. All hydrant leads served by twelve inches (12") or larger lines shall have a six inches (6") gate valve. Threading on fire hydrant outlets shall be the National Standard Hose Thread.

3) For fire flow conditions, the maximum velocity shall not exceed ten (10) fps and the minimum static pressure shall not be less than twenty (20) psi. For Single-family and Duplex Development, 1,000 GPM is required. For Development other than Single-family and two-family Development, the

minimum flow rate shall be in accordance with Table 4-A of the City of Austin Fire Protection Criteria Manual as of the effective date of this Agreement

4) All pipe, valves, and fittings shall be new and shall conform to the current standards of the American Water Works Association.

5) Waterlines shall be at least six inches (6") in diameter.

6) At the intersection of water distribution lines, the number of valves shall be two (2) for tee intersections, and three (3) for cross intersections.

7) Waterlines shall have a minimum of thirty-six inches (36") of cover measured from either the top of the pipe or valve actuating nut (whichever is applicable) to the finished ground surface or top of pavement.

8) Horizontal curves in waterlines are allowed, by means of bending at the center of the joints in accordance with manufactures recommendations. Vertical curves are not allowed.

9) With respect to water infrastructure, the design standards of the Goforth Special Utility District, if more restrictive than other standards referenced herein, shall govern.

7.05 – Wastewater:

1) All wastewater collection and treatment facilities shall conform to the requirements of the TCEQ, and any other applicable federal and state laws and regulations.

2) Wastewater lines shall be least six inches (6") in diameter.

3) Service connections shall be at least four inches (4") in diameter.

4) All pipes and service connections shall be new PVC conforming to American Society of Testing Materials, Standard D3034. Pipe joints shall comply with the American Society of Testing Materials, Standard D3212.

5) Horizontal curves in wastewater lines are allowed, by means of bending at the center of the joints in accordance with manufactures recommendations. Vertical curves are not allowed.

6) Manholes shall be required at all changes in grade and all at pipe intersections. In no case shall the distance between manholes exceed five hundred feet (500').

7) Manholes shall be four feet (4') in diameter and made of precast or cast-in-place concrete. Steps shall not be provided. The outside diameter of the manhole lid shall be thirty-two inches (32"). Lids shall be solid with no pick holes and have the words "Sanitary Sewer" cast into their surface.

7.06 - Lot Grading:

1) Single-family Residential Lots shall be graded at a minimum of 1%.

2) Single-family Residential Lots may be graded to drain from front to rear, from rear to front, or split (FHA Type "A", "B", or "C") regardless of whether an alley or drainage system exists along the rear of the Lot.

3) A single side yard swale along the Lot line may be shared by adjacent Lots.

4) The lowest grade adjacent to the foundation shall be at least 0.3' higher than the flow line of a side-yard swale or other yard swale designed to divert drainage away from or around the Structure. Depending on the size of the Lot and the area being drained, the difference may need to be greater, but typically not more than 0.5'.

7.07 - Pollution Control:

1) Temporary controls shall be used during construction to prevent the erosion of soil and sedimentation of waterways until restoration is complete. Temporary controls shall be used in accordance with the TCEQ and EPA Nationwide permit standards and best practices.

2) If any site development or clearing activity disturbs one (1) or more acres, a developer must send a copy of the SWPPP submitted to TCEQ to the City. Any review of and ruling on a SWPPP permit application shall be performed exclusively by TCEQ.

3) Where practical, feasible, and warranted, the Subdivider shall provide permanent control by restoring all areas within public Rights-of-Way that have been stripped or filled as a result of construction activities. Methods may include but not be limited to establishing vegetation with grass seed applied in accordance with Table 2 below. While temporary controls are a condition of acceptance of the improvements of a Subdivision, permanent controls are ongoing and will be implemented even after the acceptance of the Subdivision by the applicable governing body.

TABLE 2. SEEDING STANDARDS

Time of Year	Seed Type	Amount of Seed Per 1,000 S.F.
October-February	Unhulled Bermuda	1lb.
	or	
	Tall Fescue, Oats, or Wheat	3lbs.
March-September	Hulled Bermuda	1lb

4) Seedlings shall be watered until uniform growth is established. During the first two (2) months after application of the seed, it is recommended that the planted area be irrigated or sprinkled at ten (10) day intervals in a manner that will not erode the topsoil but at a rate sufficient to thoroughly soak the soil to a depth of six (6") inches. Rainfall occurrences of one-half inch (0.5") or greater may postpone the watering schedule by ten (10) days.

5) Permanent restoration is typically considered to be acceptable when the grass has grown to a height of at least one-half inch (0.5") and covers eighty-five (85%) percent of the area, with bare spots being no greater than ten (10) square feet in size.

6) Where practical, feasible and warranted, storm water runoff due to permanent infrastructure on a non-residential development site, shall be routed through a vegetated swale and/or a vegetated buffer with a minimum length of fifty (50') feet. Paved areas can be discharged directly into the buffer area and/or swale by elimination of curbs. If storm water flows are concentrated within storm sewer and/or concrete swales, energy dissipaters, including where appropriate grouted rock rip rap, shall be installed to slow the velocity of the existing runoff. Other industry accepted BMP's (including but not limited to detention/retention ponds, Storm-Ceptors, bio-retention swales, water quality ponds, etc.) shall be considered an acceptable alternative to the vegetated swale and may be utilized in lieu of the vegetated swale/buffer zones at the discretion of the developer or Subdivider.

7.08 - Construction Standards, Details, and Specifications for Public Improvements:

1) The construction standards, details, and specifications for public improvements, unless specifically described otherwise in this Exhibit, shall be those of the City of Neiderwald, Hays County, or where applicable, those of the TxDOT, AASHTO, the TCEQ, or other applicable state and federal agencies. With respect to water infrastructure; the construction standards, details, and specifications of the Goforth Special Utility District, if more restrictive than other standards, details, and specifications referenced herein, shall govern.

7.09 – Building Permits, Fees and Inspections:

1) For property within the ETJ, a Flood Hazard Area Permit must be applied for and issued by the Hays County Floodplain Administrator prior to any construction activities as it relates to vertical improvements.

2) A County roadway right-of-way permit is required prior to any driveway accessing a public Right-of-Way maintained by the County.

3) For property within the ETJ, a driveway permit must be applied for and issued by County prior to connecting a driveway to a public roadway.

4) No Structure intended for human occupancy or use shall be constructed on the Property until a Building Permit is issued certifying that the plans and specifications for the Structure are in compliance with the building codes.

5) At the City's option, Building Permits may be issued by: (i) a City Staff member as if the Property were located in the City's corporate limits; or (ii) a Certified Inspector.

6) A Building Permit shall not be issued for a Structure unless a final plat has been recorded for the Lot on which the Structure will be constructed, provided, however, a Building Permit shall be issued for a model home prior to the recordation of a final plat if the necessary infrastructure is in place to provide the model home with adequate access and water for emergency responses. A Flood Hazard Area Permit related to a Building Permit will not be issued by County until the final plat has been recorded with the County Clerk.

7) Each Structure and any other improvement which requires City inspection shall be inspected for compliance with the Building Permit issued for the Structure or other improvements. At the City's option, inspections may be performed by: (i) a City Staff member as if the Property were located in the City's corporate limits; or (ii) a Certified Inspector.

8) All costs relating to inspection, review and issuance of Building Permits and inspection of Structures shall be paid by the builder constructing the Structure or by the Owner of the property on which the Structure is constructed in accordance with the then current fees charged by the City for all comparable development located in the City's corporate limits. The City shall charge Building Permit Fees pursuant to the then current fee schedule charged by the City to other Applicants.

9) The City shall review all Building Permit applications within fifteen (15) days of receiving a completed application.

7.10 – Signs:

1) An Off-Premise Sign is a sign that advertises a business, person, organization, activity, event, place, service or product that is not available or located on the site where the sign is installed.

2) Off-Premise Signs are prohibited, with the following exceptions:

   a) Government informational signs;

   b) Directional or traffic signs;

   c) The property owners association or neighborhood signs with a maximum area of eight (8) square feet for notice of homeowner association or neighborhood board meetings, announcements or other subdivision-related events to residents of the subdivision;

d) Political signs erected in accordance with state law; and

e) Developer or home-builder signs provided such signs have a maximum area of forty (40) square feet.

Section 8. General Provisions:

8.01 – Right of Entry:

1) Whenever necessary for the purpose of investigating or enforcing the provisions contained herein, or whenever any authorized City representative has reasonable cause to believe that there exists in any structure or upon any premises, a condition which constitutes a violation of this Exhibit "B", the City representative may enter such premises at all reasonable times to inspect the same, or to perform any duty imposed or power conferred upon any said City representative by law or ordinance.

8.02 – Compliance:

1) When an authorized official of the City determines that there has been non-compliance with any material term, condition, requirement or agreement under this Exhibit "B", the Applicant may be ordered by the City in writing to cease and desist from further development related to that specific application to the alleged non-compliance until corrected by compliance.

2) The City may refuse to grant Development, construction, or occupancy approvals for improvements for a portion of the Property that does not fully and completely comply with all terms and conditions of this Exhibit "B". Without limiting the type or number of approvals the City may withhold, the City is specifically authorized to refuse to grant site Development permits, Building Permits, utility connections, and certificates of occupancy related to the portion of the Property that is not in compliance.

Exhibit "1"

Concept Plan

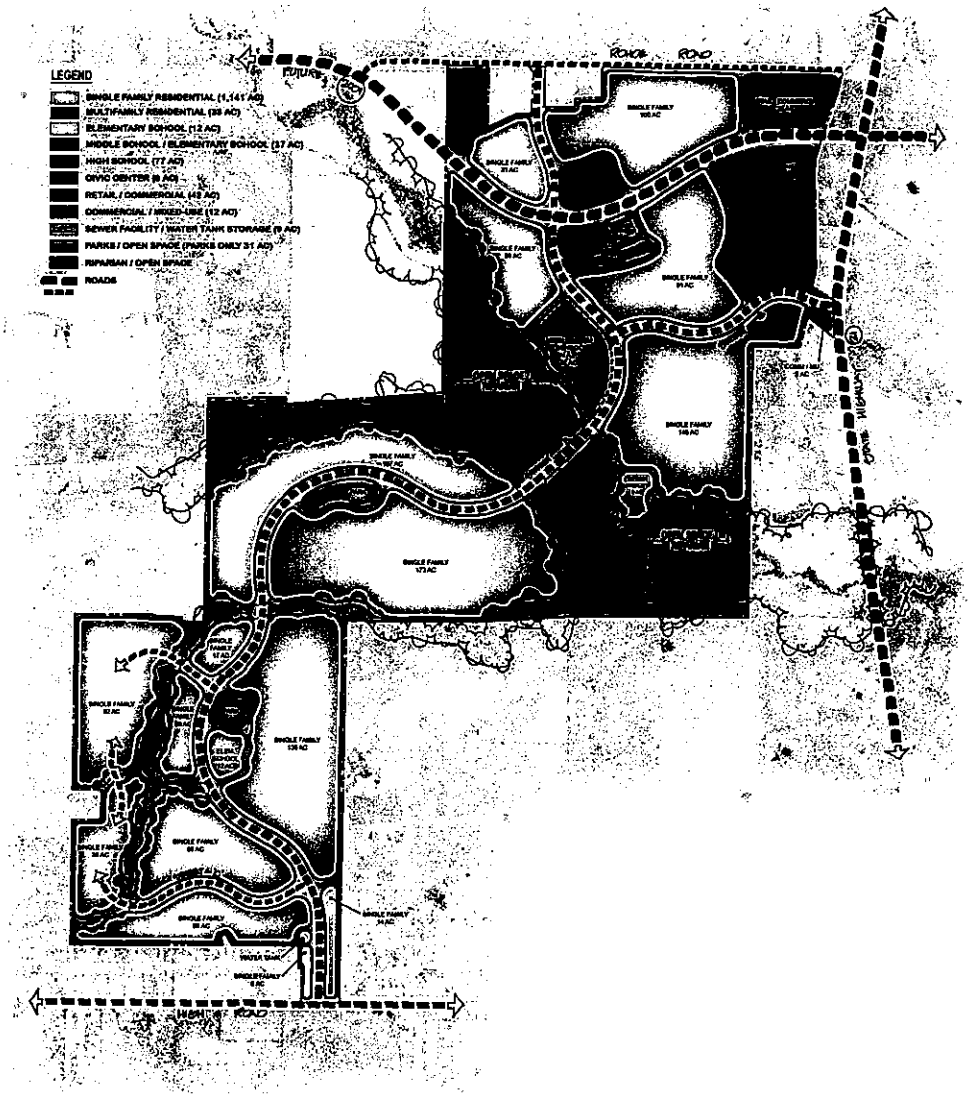

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Exhibit "2"

Property

TRACT A

DESCRIBING A TRACT OF LAND CONTAINING 810.75 ACRES, BEING A PORTION OF THE ARMAND WELCH SURVEY A-494, I. & G.N. RAILROAD CO. SURVEY A-577, JAMES M. W. HALL SURVEY A-227 AND THE SAMUEL LITTLE SURVEY A-286, HAYS COUNTY, TEXAS ALSO BEING THE REMAINING PORTION OF THAT CERTAIN 811.315 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO RICK ANDERSON, PAUL SCHAEFER, AND SUSAN G. SNOW EXECUTED ON JULY 15, 1999 AND RECORDED IN DOCUMENT NUMBER 9917880 OF THE OFFICIAL PUBLIC RECORDS OF THE SAID COUNTY, SAID 810.75 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence corner post found for the most easterly corner of said 811.315 acre tract, said fence corner being in a northwest line of that certain 386.954 acre tract described in a deed to Rohde Lane Group, Ltd. as recorded in Document #9928116 of the said Official Public Records;

THENCE, along the northwesterly line of the said 386.954 acre tract, S 42° 22' 29" W a distance of 1641.37 feet to a fence post and S 42° 48' 54" W a distance of 1994.15 feet to an iron pipe found in the northeast line of that certain 80 acre tract described in a deed to Jackie Ray Schawe and Vickie Sue Schawe as recorded in Volume 1679 Page 405 of the said Official Public Records;

THENCE with the said line of the Schawe tract, N 46° 57' 53" W a distance of 1004.59 feet to a fence post found and N 46° 57' 20" W a distance of 427.28 feet to a fence post found at end of the southeast line of County Road 128;

THENCE, along said County Road 128, the following five (5) courses:

1. N 50° 19' 02" W a distance of 51.68 feet to a fence post found;
2. S 47° 54' 28" W a distance of 31.84 feet to a fence post found;
3. S 47° 53' 50" E a distance of 9.76 feet to a fence corner post on the northwesterly R.O.W. line of County road 128 as fenced;
4. S 42° 42' 50" W, at 2705.88' passing the east corner of The Parklands Section 1, a subdivision recorded in Book 11, Pages 166-169 of the Plat Records of the said County, continuing with a southeast line of the said subdivision for a total distance of 3456.22 feet to a Iron Rod Set;
5. Continuing along the said County Road 128 and with the southeast line of the said subdivision, S 42°59'40" W, a distance of 2508.14 feet to a Iron Rod Set;

THENCE, with the southwest and northwest lines of the said subdivision the following five (5) courses:

1. S 88° 36' 38" W a distance of 18.50 feet to a Iron Rod Set on the northeasterly R.O.W. line of County Road 127 as fenced;
2. N 47°36'53" W a distance of 598.35 feet along said line to an iron rod found at the intersection of the southeasterly R.O.W. line of Great Northern (50' R.O.W.) as dedicated by The Railyard, a subdivision recorded in Book 8, Pages 59-62 of the Plat Records of Hays County, Texas;
3. N 41°59'58" E a distance of 543.52 feet to an iron rod found;
4. N 48° 00' 02" W a distance of 50.00 feet to an iron rod found for the southerly corner of Lot 2, Block "C" of the said The Railyard;

5. N 41°59' 58" E a distance of 347.88 feet to an iron rod found for the easterly corner of said Lot 2;

THENCE, along the northeasterly line of said Block "C", N 47° 29' 39" W, at 80.00 feet passing a west corner of the said The Parklands Section 1, continuing for a total distance of 1024.95 feet to an iron rod set at the south corner of a 0.469 acre tract described in a deed to Goforth Water Supply Corporation as recorded in Volume 1799 Page 176 of the said Official Public Records;

THENCE through the interior of the said 811.315 acre tract and with the east, north and west lines of the said 0.469 acre tract, the following three (3) courses:

1. N 13° 47' 02" E, 211.00 feet to an iron rod set;
2. N 70° 38' 49" W, 94.67 feet to an iron rod set;
3. S 24° 59' 38" W, 155.00 feet to an iron rod set in the said northeast line of Block "C";

THENCE, along the northeasterly line of said Block "C", the following three (3) courses:

1. N 47° 29' 39" W, 851.87 feet to an iron rod found;
2. N 47° 17' 02" W, a distance of 722.04 feet to an iron rod found;
3. N 47° 07' 59" W, a distance of 830.83 feet to an iron rod found for the southerly corner of the certain 200.00 acre tract of land described in a deed to Aus-Tex Parts and Services, L.L.C. as recorded in Volume 1432, Page 918 of the said Official Public Records;

THENCE N 42° 41' 10" E a distance of 1975.37 feet along the southeasterly line of said 200.00 acre tract to an iron rod found for the westerly corner of that certain 5.00 acre tract of land described in a deed to Aus-Tex Parts and Services, L.L.C. as recorded in Volume 1432, Page 914 of the said Official Public Records;

THENCE along said 5.00 acre tract, the following three (3) courses:

1. S 47° 17' 55" E a distance of 464.83 feet to a fence post found;
2. N 42° 43' 37" E a distance of 468.33 feet to an iron rod found;
3. N 47° 16' 43" W a distance of 464.60 feet to an iron rod found on the southeasterly line of said 200.00 acre tract;

THENCE with the said line of the 200.00 acre tract, N 42° 42' 53" E a distance of 2773.61 feet to an iron rod found for the easterly corner of the said 200.00 acre tract, said iron rod also being in the Southwest line of that certain 145.89 acre tract described in a Deed to Mathias 146, L. P. as recorded in Volume 1898, Page 366 of the said Official Public Records;

THENCE S 47° 09' 53" E a distance of 1209.31 feet with the said line of the 145.89 acre tract to a fence post found for corner;

THENCE S 40° 06' 39" W a distance of 15.62 feet to a rock mound found at the westerly corner of that certain 176.18 acre tract described in a Deed to Jack A. Maxwell as recorded in Volume 234, Page 298 of the said Official Public Records;

THENCE, along the southwesterly line of said Maxwell tract, the following four (4) courses:

1. S 44° 43' 05' E a distance of 378.43 feet to a fence post found;
2. S 41° 50' 11" E a distance of 105.36 feet to an iron rod found;
3. S 42° 50' 56" W a distance of 67.79 feet to an iron rod found;
4. S 45° 51' 39" E a distance of 350.06 feet to a fence post fond for the southerly corner of said Maxwell tract;

THENCE along the southeasterly line of said Maxwell tract, the following three (3) courses:

1. N 41° 16' 31" E a distance of 37.60 feet to an iron pipe in concrete found;
2. N 42° 55' 16" E a distance of 2693.71 feet to a fence post found;
3. N 42° 48' 55" E a distance of 818.31 feet to a fence post found at the westerly corner of that certain 125.52 acre tract conveyed described in a Deed to Thaddeus Charles McCormick III as recorded in Volume 748, Page 143 of the said Official Public Records;

THENCE S 48° 43' 36" E a distance of 1200.97 feet to a fence post found and S 53° 32' 50" E a distance of 22.34 feet to a fence post found at the southerly corner of said McCormick Tract;

THENCE S 41° 51' 32" W a distance of 113.47 feet to a fence post found at the westerly corner of that certain 368.2 acre tract described in a Deed to Flora Nickel as recorded in Volume 239, Page 587 of the said Official Public Records;

THENCE along the southwesterly line of said Nickel tract, the following three (3) courses:

1. S 52° 10' 20" E a distance of 1445.87 feet to a fence post found;
2. S 51° 28' 34" E a distance of 987.00 feet to a fence post found;
3. S 40° 11' 03" E a distance of 25.20 feet to the POINT OF BEGINNING and containing 810.75 acres of land.

TRACT B

DESCRIBING 928.19 ACRES OF LAND OUT OF THE CHRISTOPHER WALTER SURVEY A-495, THE ARMAND WELCH SURVEY A-494 AND THE D.A. NANCE SURVEY A-684, ALL IN HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 580.054 TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 03024985 OF THE OFFICIAL PUBLIC RECORDS OF SAID HAYS COUNTY, A PORTION OF A 386.954 ACRE TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 9928116 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, AND ALL OF A 19.277 ACRE TRACT DESCRIBED IN A DEED RECORDED IN VOLUME 2283, PAGE 749 OF THE DEED RECORDS OF SAID COUNTY, SAID 928.19 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pipe found at the most northerly corner of said 386.954 acre tract, said iron pipe being in the south right-of-way of Rohde Road also designated County Road 126;

Thence, with said south Right of Way line S47°04'13"E for 650.80 feet to an iron rod found;

Thence, with the northwest line of a 13.14 acre tract described in a deed recorded in Volume 3200, Page 560 of the Deed Records of said County, S43°45'03"W, 603.68 feet to an iron rod set at the southeast corner of that 1.40 acre tract of land described in a deed to Hays CISD as recorded in Document Number 2008-80010641 of the Deed Records of said County;

Thence, with the east, north and west lines of said 1.40 acre tract, the following three (3) courses:

1. N17°27'45"W, 378.15 feet to an iron rod set;
2. S43°44'54"W, 184.28 feet to an iron rod set;
3. S17°27'45"E, 378.14 feet to an iron rod set;

Thence, with the west, south and east lines of said 13.14 acre tract, the following seven (7) courses:

1. S43°45'03"W for 180.09 feet to an iron rod found;
2. S72°37'43"E for 458.04 feet to an iron rod found at the beginning of a horizontal curve the radius point of which bears S17°21'35"W, 349.70 feet;
3. Along said curve through a central angle of 28°08'48" for an arc distance of 171.79 feet and whose chord bears S 58°34'01"E, 170.07 to an iron rod found;
4. S44°32'12"E for 93.29 feet to an iron rod found at the beginning of a horizontal curve, the radius point of which bears N45°31'27"E, 25.00 feet;
5. Along said curve through a central angle of 90°10'44" for an arc distance of 39.35 feet and whose chord bears S89°33'55"E, 35.41 feet to a point;
6. N45°28'02"E for 631.36 feet to a point;
7. N0°14'22"W for 119.68 feet to an iron rod found in the south Right of Way of said Rohde Road;

Thence, with said south Right of Way S47°13'16"E for 258.41 feet to an iron rod found at the most northerly corner of a 7.00 acre tract described in a deed recorded in Document No. 9909010 of the Official Public Records of said Hays County;

Thence, with the west, south and East lines of said 7.00 acres the following three (3) courses:

1. S42°51'06"W for 634.09 feet to an iron rod found;
2. S47°12'07"E for 481.23 feet iron rod found;
3. N42°53'17"E for 150.56 feet iron rod found at the most easterly corner of a 1.55 acre tract described in a deed recorded in Document No. 999006 of the Official Public records of said Hays County;

Thence, with the south line of said 1.55 acres S47°13'03"E for 410.16 feet to an iron rod found in the northwest line of a 66.38 acre tract described in a deed recorded in Volume 3200, Page 560 of the deed records of said Hays County;

Thence, with the west and south lines of said 66.38 acres the following twenty eight (28) courses:

1. S42°39'26"W for 949.13 feet to a point;
2. S27°18'12"W for 204.33 feet to a point at the beginning of a horizontal curve the radius point of which bears S62°41'43"E, 25.00 feet;
3. Along said curve through a central angle of 48°12'31" for an arc distance of 21.04 feet and whose chord bears S03°12'01"W, 20.42 feet to a point;
4. S20°54'11"E for 56.97 feet to a point at the beginning of a horizontal curve the radius point of which bears S69°05'52"W, 175.00 feet;
5. Along said curve through a central angle of 31°26'39" for an arc distance of 96.04 feet and whose chord bears S05°10'49"E, 94.84 feet to a point;
6. S10°32'33"W for 81.44 feet to a point at the beginning of a horizontal curve the radius point of which bears S79°16'04"E, 25.00 feet;
7. Along said curve through a central angle of 87°25'07" for an arc distance of 38.14 feet and whose chord bears S32°58'38"E, 34.55 feet to a point at the beginning of a horizontal curve the radius point of which bears S13°08'42"W, 1625.00 feet;
8. Along said curve through a central angle of 1°16'38", for an arc distance of 36.22 feet and whose chord bears S76°12'59"E, 36.22 feet to a point at the beginning of a horizontal curve the radius point of which bears S14°25'20"W, 1625.00 feet;

9. Along said curve through a central angle of 0°34'28" for an arc distance of 16.29 feet and whose chord bears S75°17'26"E, 16.29 feet to a point at the beginning of a horizontal curve the radius point of which bears S14°59'49"W, 1625.00 feet;
10. Along said curve through a central angle of 2°17'53" for an arc distance of 65.17 feet and whose chord bears S73°51'15"E, 65.17 feet to a point at the beginning of a horizontal curve the radius point of which bears S17°17'42"W, 125.00 feet;
11. Along said curve through a central angle of 34°54'20" for an arc distance of 76.15 feet and whose chord bears S55°15'08"E, 74.98 feet to a point;
12. Thence, S37°47'57"E for 508.31 feet to a point at the beginning of a horizontal curve the radius point of which bears S52°12'04"W, 125.00 feet;
13. Along said curve through a central angle of 47°01'35" for an arc distance of 102.60 feet and whose chord bears S14°17'09"E, 99.74 feet to a point;
14. Thence, S9°13'39"W for 168.56 feet;
15. Thence, S10°50'01"W for 38.35 feet;
16. Thence, S72°48'50"E for 245.61 feet;
17. Thence, N46°29'55"E for 53.98 feet to a point at the beginning of a horizontal curve the radius point of which bears S43°29'58"E, 50.00 feet;
18. Along said curve through a central angle of 4°38'32" for an arc distance of 4.05 feet and whose chord bears N48°49'18"E, 4.05 feet to a point;
19. Thence, N51°08'41"E for 78.97 feet;
20. Thence, N58°31'09"E for 47.60 feet;
21. Thence, N63°58'34"E for 47.60 feet;
22. Thence, N69°25'59"E for 47.60 feet;
23. Thence, N77°46'06"E for 497.54 feet;
24. Thence, N76°38'06"E for 378.51 feet;
25. Thence, N75°13'11"E for 338.23 feet;
26. Thence, N67°06'40"E for 247.43 feet;
27. Thence, N62°06'40"E for 392.14 feet;
28. Thence, N43°32'30"E for 48.17 feet to a point in the south right of way line of said Rohde Road;

Thence, with said south line the following two (2) courses:

1. S46°27'51"E for 438.63 feet to a PK nail found in a fence post;
2. S46°27'39"E for 1013.76 feet to an iron rod found at the most easterly corner of said 580.054 acres and the herein described tract;

Thence, with the east line of said 544.054 acres and the west line of El Camino Real, an abandoned roadway, the following seven (7) courses:

1. S57°04'23"W for 287.92 feet to a PK nail found in a fence post;
2. S60°50'45"W for 981.92 feet to a PK nail found in a fence post;
3. S54°33'21"W for 157.41 feet to a point;
4. S47°43'22"W for 192.44 feet to a PK nail found in a fence post;
5. S40°44'33"W for 1462.10 feet to a point;
6. S52°12'31"W for 534.37 feet to a PK nail found in a fence post;
7. S55°12'15"W for 99.88 feet to a point at the most easterly corner of said 19.277 acres;

Thence, with the east line of said 19.277 acres and said west line of El Camino Real S55°38'03"W for 465.78 feet to a point;

Thence, with the east line of said 19.277 acres S54°15'22"W for 237.09 feet to a point

Thence, with the south line of said 19.277 acres and in part with the north line of lot 2, El Camino Real Estates, a subdivision recorded in Book 7, Page 269 of the Plat Records of said Hays County, and in part with the north line of a 9.970 acre tract described in a deed recorded in Volume 1085, Page 547 and Volume 1891, Page 409 of the deed records of said county, N46°40'09"W for 742.06 feet to an iron rod found;

Thence, with the west line of said 9.970 acres S42°44'50"W for 1148.63 feet to the most easterly point of a 33.57 acre tract described in a deed as recorded in Volume 3200, Page 560 of the deed records of said county;

Thence, with the north, west and south lines of said 33.57 acres the following sixteen (16) courses:

1. N47°18'18"W for 270.18 feet to a point;
2. N32°51'01"W for 187.92 feet to a point;
3. N37°24'25"W for 530.74 feet to a point;
4. N37°26'57"W for 80.18 feet to a point;
5. N40°36'02"W for 217.24 feet to a point;
6. N40°52'21"W for 33.16 feet to a point;
7. N49°52'50"W for 143.73 feet to a point;
8. S68°43'00"W for 39.67 feet to a point;
9. S28°19'23"W for 208.89 feet to a point at the beginning of a horizontal curve the radius point of which bears N62°43'46"W, and 2681.32 feet;
10. Along said curve through a central angle of 3°25'40" for an arc distance of 160.41 feet and whose chord bears S28°59'04"W, 160.39 feet to a point;
11. S33°13'37"W for 53.33 feet to a point at the beginning of a horizontal curve the radius point of which bears N55°17'48"W, and 1035.00 feet;
12. Along said curve through a central angle of 5°50'56" for an arc distance of 105.66 feet and whose chord bears S37°37'40"W, 105.61 feet to a point;
13. S42°38'02"W for 678.96 feet to a point;
14. S47°18'18"E for 430.00 feet to a point;
15. N42°41'42"E for 120.00 feet;
16. S47°18'18"E for 924.14 feet to a point in the east line of said 580.054 acres and in the west line of said 9.970 acres;

Thence, with the west line of said 9.970 acres S42°44'50"W for 170.99 feet to a PK nail found in a fence post at the most northerly corner of an 80.36 acre tract described in a deed recorded in Volume 294, Page 349 of the deed records of said county;

Thence, with the west line of said 80.36 acres S42°48'37"W for 2017.58 feet to a nail found in a fence post in the south line of said 580.054 acre tract;

Thence, in part with the north line of a 222.099 acre tract described in a deed recorded in Volume 2084, Page 707 of the deed records of said county, N46°59'17"W for 898.75 feet to a point and N48°00'54"W for 496.20 feet to a concrete monument found at the most easterly corner of a 203 acre tract described in a deed recorded in Volume 1703, Page 587 of the deed records of said County;

Thence, continuing with the north line of said 203 acres and the north line of a 80 acre tract described in a deed recorded in Volume 1679, Page 405 of the deed records of said County, N46°04'15"W for 1036.80 feet to an iron rod found and N51°04'03"W for 1743.37 feet to a fence post and N47°29'18"W

for 686.69 feet to an iron pipe found in an east line of an 811.315 acre tract of land described in a deed recorded in Document No. 9917880 of the Official Public Records of said Hays county;

Thence, with the east line of said 811.315 acres N42°48'24"E for 1993.62 feet to an iron rod found and N42°22'36"E for 1641.39 feet to a fence post at the most southerly corner of a 368.2 acre tract described in a deed recorded in volume 239, Page587 of the deed records of said county;

Thence, with the east line of said 368.2 acre tract and an east line of a 130 acre tract described in a deed recorded in Volume 849, Page 728 of the deed records of said County, N42°56'47"E for 5116.97 feet to the Point of Beginning containing 928.19 ACRES OF LAND within these metes and bounds.

TRACT C

DESCRIBING 4.650 ACRES OF LAND OUT OF THE SAMUEL B. CARSON SURVEY ABSTRACT 86, CALDWELL COUNTY, TEXAS, SAME BEING ALL OF THAT 4.652 ACRE TRACT DESCRIBED IN A CORRECTED WARRANTY DEED TO DALCAL #3, LP, EXECUTED ON JULY 30, 2003 AND RECORDED IN VOLUME 349 PAGE 105 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, SAID 4.650 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the southeast line of El Camino Real (a/k/a Old San Antonio Road, no longer used in this vicinity as a roadway), same being at the north corner of said 4.652 acre tract described in Volume 349 Page 105, same being the west corner of that 5.017 acre tract of land described in a deed to Victor Salaz and Maria Rosario Salaz as recorded in Volume 254 Page 4 of said Official Public Records;

THENCE, with the common line of this tract and said Salaz tract, S16°40'58"E, 353.61 feet to an iron rod set in the northwest right-of-way line of State Highway No. 21, from which an iron rod found bears S16°40'58"E, 1.13 feet and an iron rod found bears N42°26'45"E, 6.28 feet;

THENCE, with the common line of this tract and said State Highway No. 21, along a curve to the left having a radius of 5779.58, an arc length of 608.94 feet, a central angle of 6°02'12" and a chord which bears S40°19'52"W, 608.64 feet to an iron rod set at the south corner of this tract, same being the east corner of that 3.00 acre tract of land described in a deed to Jeffrey D. Britton and Fredrick W. Britton as recorded in Volume 500 Page 888 of said Official Public Records;

THENCE, with the common line of this tract and said Britton tract, N10°42'44"W, 534.68 feet to an iron rod found at the west corner of this tract, same being the north corner of said Britton tract and in the southeast line of said El Camino Real;

THENCE, with the common line of this tract and said El Camino Real, the following two courses:

1. N55°36'44"E, 304.04 feet to an iron rod set;
2. N53°08'34"E, 176.07 feet to the POINT OF BEGINNING and containing 4.650 acres of land.

AGENDA ITEM REQUEST FORM: K. 14.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Marcus Pacheco

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Agreement (ILA) between Hays County and the City of Wimberley regarding floodplain administration and environmental health services, effective through September 30, 2026. **HAMMER/PACHECO**

Summary:

The City of Wimberley has continuously requested the County's assistance in administering several programs, including but not limited to, flood protection, on-site sewage facilities, and food establishment programs. This includes the review, inspection, and enforcement of the programs regulation within the incorporated limits. This agreement is a renewal of the previous year's service agreement. Hays County will be administering and enforcing County regulations in place of the City regulations. This agreement is set to terminate on September 30, 2026 following approval in Commissioners Court. Both County and City may extend or renew this agreement in writing prior to the termination date. The agreement as drafted, outlines a cost of $5,000.00 per month be paid to the County for services rendered.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-657-00.4301

Budget Office:

Source of Funds: City of Wimberley
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, an additional $20,000 in Intergovernmental Revenues
Comments:

Attachments

Wimberley Floodplain & Env. Health ILA

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF WIMBERLEY, TEXAS REGARDING FLOODPLAIN ADMINISTRATION AND ENVIRONMENTAL HEALTH SERVICES

This Interlocal Agreement (the "'ILA") regarding Floodplain Administration and Environmental Health Services is made on the last date entered below between the City of Wimberley, a Texas general law municipality (the "City"), and the County of Hays, a political subdivision of the State of Texas (the "County"), collectively referred to hereinafter as "the Parties." This ILA is for floodplain administration, environmental services for on-site sewage facilities ("OSSF"), and health inspection services for the area within the boundaries of the City.

WHEREAS, the City desires to comply with the National Flood Insurance Program within the boundaries of the City; and

WHEREAS, the City desires the County to administer the Flood Damage Prevention Regulations for the area within the boundaries of the City; and

WHEREAS, the City has adopted Flood Damage Prevention Regulations, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, the City desires to comply with the Texas Health and Safety Code for Retail Food Establishment Regulations within the boundaries of the City; and

WHEREAS, the City has rescinded its Food Establishment Regulations, and desires to use and enforce County regulations, which are necessary to comply with the Texas Health and Safety Code; and

WHEREAS, the City desires that Hays County administer Environmental Health Services for the area within the boundaries of the City; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW THEREFORE the County and City mutually agree as follows:

I.
PURPOSE

1.01 General. This Agreement will outline the services rendered by the County for review, inspections, and enforcement of Regulations adopted by the City and County. The City grants authority to the County to provide the application process, review, inspections, and enforcement of this Agreement under the Regulations adopted.

II.
CITY OBLIGATIONS

2.01 City Obligations. The City shall review its Flood Damage Prevention Regulations from time to time and may update such Regulations. The City shall take any and all actions necessary to remain in compliance with Federal, State, and local Regulations during the entire term of this Agreement. As consideration for performance of this Agreement by the county, the City agrees to pay a monthly flat fee in the amount of Five Thousand Dollars ($5,000.00 USD) and shall be paid directly to Hays County for services rendered. All such funds shall be retained to pay for services rendered by the County and the City shall not be obligated to pay any additional funds for the services rendered under this Agreement.

III.

COUNTY OBLIGATIONS

3.01 County Obligations. The parties agree the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County in its discretion sees fit.

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the County, except as herein provided. The parties agree that the County shall be acting as an independent contractor for the City in performing services contemplated by this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgements, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or negligence of the City.

The County will perform all duties of Floodplain Administrator as provided in said Regulations and provide to the City reviews, inspections, and enforcement. The City will accept application(s), supporting document(s), and collect all fees. The City shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the Director of Hays County Development Services, and/or their designee(s). The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations, including preparation of all permit documents. The Director and/or their designee(s) shall respond to all correspondence between the City and County within five (5) business days.

The County will review, inspect, permit, and enforce its Food Establishment Regulations. The County will accept application(s), supporting document(s) and collect all fees. The County shall perform health inspections for daycare facilities and foster care facilities as requested by the owner of the facility. The County, upon request of an inspection shall inspect a school cafeteria which is run by an Independent School District (ISD) and requires two (2) inspections per year. The City, by and through its governing body, shall perform all duties required of the City and/or the governing body under the Regulations.

The County shall conduct it's Mosquito Surveillance Program within the boundaries of the city. The program consists of collecting mosquitos, transporting mosquitos to the Texas Department of State Health Services laboratory, and documenting/reporting findings. The City allows the County to enter and place mosquito traps on property in which the city owns.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach, or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could

not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency, or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms, including without limitation the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party s breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project, or upon final reimbursement of costs by the City, whichever is later. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice. The Agreement will have no force or effect until duly executed by all parties. This Agreement shall on September 30th, 2026. A renewal of this Agreement or extension may be granted if notification is given in writing to both parties at a minimum of thirty (30) days prior to the expiration.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If the City fails to make reimbursement payments under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, the City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, the City may, in addition to any other remedy at law or equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit A.

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if: (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:	City of Wimberley 221 Stillwater Wimberley, TX 78676 512-847-0025
COUNTY:	Hays County Department of Development Services 2171 Yarrington Road Kyle, TX 78640 512-393-2150
WITH COPY TO:	Hays County Criminal District Attorney's Office Downtown Office 111 E. San Antonio St. #202 San Marcos, TX 78666

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS THEREOF, the Parties have each executed this Agreement, this the _____ day of _____, 2023 ("Effective Date").

HAYS COUNTY

BY: _____
Ruben Becerra, Hays County Judge

DATE: _____

ATTEST: _____
Elaine H. Cardenas, County Clerk

CITY OF WIMBERLEY

BY: _____
Jim Chiles, City of Wimberley Mayor

DATE: 12-4-2025

ATTEST: _____
Tammy Heller, City of Wimberley Secretary

AGENDA ITEM REQUEST FORM: K. 15.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Marcus Pacheco

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to consider granting a variance from Section 715.4.01 of the Hays County Development Regulations and allow issuance of an on-site sewage facility permit to the owner of an 11.28 acre parcel of land located at 1000 Old Oaks Ranch Road, Wimberley, Texas 78676. **HAMMER/PACHECO**

Summary

The owner of an 11.28 acre parcel located at 1000 Old Oaks Ranch Road in Precinct 3 has submitted an application for a Development Authorization and an On-Site Sewage Facility permit to the office of Hays County Development Services. The property is located in the unincorporated area of Hays County and will utilize Rainwater Collection for water supply and a Advanced On-Site Sewage Facility for wastewater treatment. The property owner has two recorded lots, Lots 6 and 7 of the Flint Ridge Subdivision, that make up the total 11.28 acres and the proposed single-family residential home and the on-site sewage facility cross the property line.

An application to plat the property to consolidate the two tracts will be submitted for review with the Hays County Development Services Department. Per Chapter 715, Subchapter 4.01 of the Development Regulations states that the department shall issue no development permits or on-site sewage facility permits on any parcel of land unless that property is in compliance with all the requirements of the regulations.

The property owner is seeking the variance to obtain development and on-site sewage facility permits while the plat is under review with the County. A Notice of Approval for the On-Site Sewage Facility will not be issued until the plat is approved and recorded with the County Clerk.

Attachments

1000 Old Oaks Ranch OSSF Variance

Hays County Development Services
2171 Yarrington Rd, Suite 100, Kyle Texas 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

OSSF Variance Request Form

Overview:

The OSSF Variance Request Form shall be used in conjunction with an On-Site Sewage Facility Application when seeking a variance from a regulation adopted by Hays County. The decision to approve or deny a variance is at the full discretion of Hays County Development Services and/or the Hays County Commissioners Court.

Instructions:

The Variance Request Form shall be completed in its entirety. Any incomplete forms will not be accepted and returned to the Owner / Applicant. Documents are required to be attached to the Variance Request Form. Submittal of a Variance Request Form does not guarantee approval of any variance from a regulation adopted by Hays County.

Fee:

Type I – Administrative Variance - $100
Type II – Commissioners Court Determination Variance - $500

Definitions:

Applicant – A person seeking approval of an application submitted pursuant to the Hays County Development Regulations.

Owner(s) – The holder(s) of a legal or equitable interest in real property as shown by the deed records of the county in which the property is located, and which has been included in an application or Development Authorization under the Hays County Development Regulations.

Variance – A grant of relief by Hays County from a Regulation adopted by Hays County under the authority of the Hays County Commissioners Court.

Owner Information:

Business Name: _____

Owner Name: Clayton Callen

Owner Address: 1000 Old Oaks Ranch Rd., Wimberley, TX 78676

Primary Phone: 816-914-2726 Secondary Phone: _____

Primary E-mail: clayton.callen@gmail.com Secondary E-mail: clayton.callen@bowmanandbrooke.com

Applicant Information (if not the owner):

Applicant Name: _____

Applicant Address: _____

Primary Phone: _____ Secondary Phone: _____

Primary E-mail: _____ Secondary E-mail: _____

Property Information:

Subdivision Name: Flint Ridge

Phase: _____ Section: _____ Block: _____ Lot: 6-7

If not located in a subdivision,

Survey / Abstract: _____

Recorded (Vol/Page/Instrument): Vol. 6, p. 89, Plat Records of Hays County

Hays Central Appraisal District Property ID "R" Number: R70910

Hays County Commissioner Precinct: ☐ 1 ☐ 2 ■ 3 ☐ 4

Type of Variance (check all that apply):

- ■ Variance to the Hays County Rules for On-Site Sewage Facilities
- ☐ Variance to Title 30 of the Texas Administrative Code, Chapter 285
- ☐ Variance to the Hays County Development Services Fee Schedule

Variance Justification:

All variance requests must be accompanied by the section of current Regulations being appealed and the reason sought for the variance. Please fill out the below section, attaching any additional sheets needed to support the reason sought for the variance.

Chapter / Section of regulation being requested	Reason for Variance
Hays Ct. Dev. Reg. Sec. 4.01; 30 TAC 285	Seeking approval to construct On-Site Sewage Facility with partial compliance. On-Site Sewage Facility will be constructed on one lot with proper adherence to set backs. Home serviced by the OSSF combines two lots (both owned by owner) into single homesite consistent with plat. System to be installed meets all necessary requirements and will provide equal protection of public health. Home is nearing completion and OSSF must be completed so owner can move-in in January of 2026. Full compliance can be achieved, as necessary and appropriate, after construction of OSSF is complete.

Equal Protection Information

1. Describe how equal protection is being achieved for each regulation being appealed.

Chapter / Section of regulation being requested	Equal Protection Description
Hays Ct. Dev. Reg. Sec. 4.01; 30 TAC 285	On-Site Sewage Facility will be constructed on one lot with proper adherence to set backs. Home serviced by the OSSF combines two lots (both owned by owner) into single homesite consistent with plat. System to be installed meets all necessary requirements and will provide equal protection of public health.

Attach an On-Site Sewage Facility Design

1. On-Site Sewage Facility Design – A complete set of plans with a site evaluation.

Acknowledgement:

I hereby certify that I have submitted an application in compliance with the Hays County Rules for On-Site Sewage Facilities and other applicable local, state, and federal laws. I understand this Request Form will not be acted upon unless a completed application currently exists with Hays County Development Services. Submittal of this Request form without an existing application may result in immediate denial.

Owner's / Applicant's Certification:

I hereby certify that I have carefully read and completed this Request Form. All information is true and correct to the best of my knowledge. I hereby agree to comply with all provisions of local, state, and federal laws whether they are herein specified or not. As the Owner of the above-mentioned property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspection and to take all other actions necessary to review and act upon this request. If not the owner, I attest to have written confirmation from the owner of the property to submit an application and Variance Request Form on his/her behalf.

Date: 12-5-2025

Print Owner / Applicant Name: Clayton J. Callen

Owner / Applicant Signature: Clayton Callen Digitally signed by Clayton Callen Date: 2025.12.05 10:47:53 -06'00'

AGENDA ITEM REQUEST FORM: K. 16.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: HAMMER

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to approve the selection of HDR Engineering to provide a water study for the County; and authorize staff and counsel to negotiate a contract. **HAMMER/HUNT**

Summary

In 2011, HDR Engineering performed a Water and Wastewater Facilities Plan for the portion of Hays County west of IH- 35 corridor due to the county's rate of population growth and subsequent challenges meeting water demand. With increased growth and severe droughts in the Wimberley and Dripping Springs areas, added stress has been placed on the existing water supply. Due to their extensive knowledge of the previous study and the current conditions of the County's water supply, they are the most qualified firm to conduct the new study. HDR will perform a more detailed water supply planning approach than what was performed previously in 2011. In addition to water supply planning challenges, the impacts of flooding are a concern across the county. HDR will perform a flooding assessment for each of the four county precincts, identifying opportunities to improve/reduce impacts from flooding. HDR will also perform a centralized sewer evaluation for the Hillside Terrace Neighborhood, an older, higher-density neighborhood challenged with aging septic systems located in an area prone to flooding.

Attachments

Vendor Selection Form

VENDOR SELECTION FORM

Hays County Department Heads, and Elected Officials are required to complete the Vendor Selection Form to ensure the most qualified firm is selected for the job required. Once a firm is selected and approved by Commissioners Court, the Department Head or Elected Official may begin contract negotiations. These negotiations should be conducted with the assistance of the Hays County Purchasing Agent, the Civil Division of the Criminal District Attorney's Office, and any other stakeholders deemed necessary to finalize the contract.

PLEASE NOTE: This form MUST be completed in full and attached to the agenda item when requesting selection of a firm providing the following services: engineering; construction, engineering, & inspection; land surveying; and utility coordination.

Project Information			
Project Name:		Precinct Number:	
Prepared By:		Commissioner:	
Project Scope of Work:			

Background Information				
Company Name		Type of Company	Type of Work Performed	
Street Address		Phone Number	Year Established	
City/State/Zip		Principal Contact	Email Address	
Qualified Minority Business? □ MBE □ WBE □ DBE		D&B #	Firm's License #	
Discipline/s:				
□ Right-Of-Way	□ Engineering	□ CE&I	□ Grant Writing	□ Other
□ Utility Coordination	□ Project Management	□ Land Surveying	□ Right-of-Way	
Has the company ever defaulted, failed to complete, or had a contract terminated? □ yes □ no		If yes, explain:		
Has the company ever gone through bankruptcy or reorganization? □ yes □ no		If yes, explain:		

Experience			
Recent Projects Completed (3): #1 being the largest job completed in the last 3 years			
Information Requested	Job #1	Job #2	Job #3
• Name of Job			
• Owner Name			
• Duration			
• Contract Value			
• Provide Brief overview of the project and scope of services provided by Firm.	**This was a multi-year planning program for and in coordination with the City of Dallas Water Utility Department. The effort included identifying the City's ultimate water supplies to meet its needs and future customers' demands. The plan included an extensive population and demand analysis, determining existing and future growth and demand needs through 2080. Our team assessed the existing supplies to determine changes in yield and possible optimization strategies, along with research into future water supplies with implementation plans. The plan incorporated one water initiatives and planning approaches using a social equity lens.**	**HDR led the effort on behalf of the LCRA to determine the potential of developing up to 25,000 AF/y of effluent-based raw water supply projects in Williamson County. This effort included coordination with river authorities, municipalities, and water purveyors. The project incorporates water supply source identification utilizing effluent return flows from Williamson County and Colorado River water to provide a sustainable long-term water supply for water purveyors in Travis and Bastrop Counties. The results included water sources, customers, potential permits needed, project alternatives, and cost estimates.**	**The City of Seguin was challenged by recent population growth and an increased demand for its water supply, leading to uncertainty in its ability to meet water supply needs in the future. This strategic WSP used recent customer consumption and growth trends, including the significant increase in the water CCN, to project demands, both current and future, under varying conditions. Demands were compared to the City's ability to meet those demands with existing supplies and identify new water supply strategies as needed.**

Staffing			
President/Principal-in-Charge		Years of Experience	
Proposed Project Manager		Years of Experience	
Proposed Engineer		Years of Experience	
Proposed Surveyor		Years of Experience	
Quality Assurance Certification		Current Active Projects	
No. of Employees		Current Work Backlog	
Brief Project Methodology Approach:			

Signatures:	
Commissioner Signature:	
Date:	

Additional Signature:	
Date:	

Additional Signature:	
Date:	

AGENDA ITEM REQUEST FORM: K. 17.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Stephanie Hunt

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to execute a proposal between Workplace Solutions for Office Furniture for the Auditor, Budget, Human Resources, and Purchasing Offices, and authorize a 50% deposit related to the moving of the offices and amend the budget accordingly. **COHEN/INGALSBE/HUNT**

Summary:

The Purchasing Office, along with Commissioner Ingalsbe and Commissioner Cohen are requesting the approval of the furniture selections for the Admin Offices at Dutton Lane. This furniture will transfer over to the Eastside Campus once the building is finalized.

Fiscal Impact:

Amount Requested: $143,427.79
Line Item Number: 001-645-00.5741_299

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: These furniture expenditures are associated with the Eastside Campus Project and will be reimbursed to the General Fund upon issuance of the 2026 Certificates of Obligation.
$143,428 - Increase Misc Capital Improvements Eastside Campus 001-645-00.5741_299
($143,428) - Decrease in Misc Capital Improvements 001-645-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Omnia Partners R240116

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Cost Proposal
Cut Sheets

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

PROPOSAL TO

HAYS COUNTY
712 S STAGECOACH TRL STE 1012
SAN MARCOS, TX 78666

ATTN: STEPHANIE HUNT
PHONE: 512-393-2267
EMAIL: stephanie.hunt@hayscountytx.gov

INSTALL ADDRESS

HAYS COUNTY
712 S STAGECOACH TRL STE 1012
SAN MARCOS, TX 78666

ATTN: STEPHANIE HUNT
PHONE: 512-393-2267
EMAIL: stephanie.hunt@hayscountytx.gov

CONTRACT NUMBER: R191816

Sales, Randy King, randyk@wpsolutions.com, 214-533-8028

Description	Extended Amount
CONF 307	1,130.19

Line	Quantity	Description	List	Unit Price	Extended Amount
1	1.00 Each	BCMMRP4284SLS--~A-7Z-6-9D-~S-88-~Mica-68 Rect. Meeting Table - Panel Bases, 42"d x 84"w, Straight, Linear Power Module - Std 18" (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Base Infill Finish:~S:Source Laminate Source Laminate:88:Craft Walnut Support Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Tag: CONF 307 TA.01 % Off List: 61.00 Catalog: RCA	1,971.00	768.69	768.69
2	1.00 Each	BLELPS0442P180--~Mica-68-~Mica-68 Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug-In, 180"l Door and Case Finish:~Mica:Mica Colors for BLELP Mica Colors for BLELP:68:Anthracite (Satin) Frame Finish:~Mica:Mica Colors for BLELP Mica Colors for BLELP:68:Anthracite (Satin) Tag: CONF 307 TA.01 % Off List: 61.00 Catalog: RCA	871.00	339.69	339.69
3	1.00 Each	WILLBOND WILLBOND Carpet Cord Cover Cable Protector Floor Cover Cable Protector Management Only for Commercial Office Carpet(29.53 ft,Black) Tag: CONF 307 & 317 TA.01 & TA.02	0.00	21.81	21.81

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		% Off List: 0.00 Catalog: AMZN			

Description	Extended Amount
CONF 317	1,867.32

Line	Quantity	Description	List	Unit Price	Extended Amount
4	1.00 Each	BCMCRP48120SLS--~A-7Z-6-9D-~S-88-~Mica-68 Rect. Conf. Table - Panel Bases, 48"d x 120"w, Straight, Linear Power Module - Standard 18"(1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Base Infill Finish:~S:Source Laminate Source Laminate:88:Craft Walnut Support Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Tag: CONF 317 TA.02 % Off List: 61.00 Catalog: RCA	3,046.00	1,187.94	1,187.94
5	2.00 Each	BLELPS0442P180--~Mica-68-~Mica-68 Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug-In, 180"l Door and Case Finish:~Mica:Mica Colors for BLELP Mica Colors for BLELP:68:Anthracite (Satin) Frame Finish:~Mica:Mica Colors for BLELP Mica Colors for BLELP:68:Anthracite (Satin) Tag: CONF 317 TA.02 % Off List: 61.00 Catalog: RCA	871.00	339.69	679.38

Description	Extended Amount
CONF 356	1,562.34

Line	Quantity	Description	List	Unit Price	Extended Amount
6	2.00 Each	BCMMRTB3672SNN--~A-7Z-6-9D-~Mica-68 Rect. Meeting Table - Blade T-Legs, 30"d x 72"w, Straight, No Cut-Out (1-3/16"). Bases move outside 10" Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Support Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin)	2,003.00	781.17	1,562.34

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Tag: CONF 356 TA.03 wrong $ % Off List: 61.00 Catalog: RCA			

Description	Extended Amount
CONF 360	3,905.85

Line	Quantity	Description	List	Unit Price	Extended Amount
7	5.00 Each	BCMMRTB3672SNN--~A-7Z-6-9D-~Mica-68 Rect. Meeting Table - Blade T-Legs, 30"d x 72"w, Straight, No Cut-Out (1-3/16"). Bases move outside 10" Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Support Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Tag: CONF 360 TA.03 wrong $ % Off List: 61.00 Catalog: RCA	2,003.00	781.17	3,905.85

Description	Extended Amount
LF.01	28,256.40

Line	Quantity	Description	List	Unit Price	Extended Amount
8	30.00 Each	SOKL01 Set of Keys Alike, 1 Set of Core Tag: LF.01 LF.01 % Off List: 0.00 Catalog: TFF	0.00	0.00	0.00
9	30.00 Each	LLF40C1842D1A--~Mica-68-K-W2 Lat File,Four-High,Combo,18"dx42"w,Metal Front,Full Pull Finish Colors:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Key:K:Key Alike Counterweight Options:W2:Counterweight Only Tag: LF.01 LF.01 % Off List: 69.33	3,071.00	941.88	28,256.40

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
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Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Catalog: TFF			

Description	Extended Amount
PO.01	52,123.50

Line	Quantity	Description	List	Unit Price	Extended Amount
10	15.00 Each	BMJFC02442GL--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Cross Grain Return w Pedestal - File/File, No Modesty, 24"d x 42"w, Rect. Gromm, Left (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case and Modesty Panel Finish:88:Craft Walnut Pull Style:9:Rectilinear Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.01 PO.01 % Off List: 61.00 Catalog: RCA	1,389.00	541.71	8,125.65
11	33.00 Each	SOKL02 Set of Keys Alike, 2 Sets of Cores Tag: PO.01 PO.01 % Off List: 0.00 Catalog: RCA	0.00	0.00	0.00
12	18.00 Each	BMJFC02442GR--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Cross Grain Return w Pedestal - File/File, No Modesty, 24"d x 42"w, Rect. Gromm, Right (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case and Modesty Panel Finish:88:Craft Walnut Pull Style:9:Rectilinear Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet	1,389.00	541.71	9,750.78

Proposal

Workplace Solutions, Inc.
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www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.01 PO.01 % Off List: 61.00 Catalog: RCA			
13	18.00 Each	BMSRBS3072GL--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Rectangular Desk with Single Pedestal, 30"d x 72"w, Rectangular Grommet, Storage Left (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Gable and Modesty Panel Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.01 PO.01 % Off List: 61.00 Catalog: RCA	2,164.00	843.96	15,191.28
14	15.00 Each	BMSRBS3072GR--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Rectangular Desk with Single Pedestal, 30"d x 72"w, Rectangular Grommet, Storage Right (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Gable and Modesty Panel Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.01 PO.01 % Off List: 61.00 Catalog: RCA	2,164.00	843.96	12,659.40

Proposal

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Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

15	33.00 Each	YEPD2--A-A Power Rod, Under-Worksurface Mount Country of Installation:A:United States or Canada Cord Type:A:Plug-in with 10 ft Cord Tag: PO.01 PO.01 % Off List: 69.33 Catalog: TCO	269.00	82.50	2,722.50
16	33.00 Each	YEWH30--01-~Mica-68-Y Wire Management Hammock, 30"w Hammock Finish:01:Dark Grey Foundation, Mica or Accent Colors:~Mica:Mica Colors Mica Finish Colors:68:Anthracite (Satin) Wire Loom:Y:Yes Tag: PO.01 PO.01 % Off List: 69.33 Catalog: TCO	363.00	111.33	3,673.89

Description	Extended Amount
PO.02	10,141.95

Line	Quantity	Description	List	Unit Price	Extended Amount
17	5.00 Each	BLGC--~Mica-68 Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Tag: PO.02 PO.02 % Off List: 61.00 Catalog: RCA	29.00	11.31	56.55
18	5.00 Each	BMRB2442--~A-7Z-6-9D-88 Cross Grain Rectangular Bridge, 24"d x 42"w (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Grommet Finish:88:Craft Walnut Tag: PO.02 PO.02 % Off List: 61.00 Catalog: RCA	435.00	169.65	848.25
19	1.00 Each	BMSRBS3072GL--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Rectangular Desk with Single Pedestal, 30"d x 72"w, Rectangular Grommet, Storage Left (1-3/16") Worksurface Finish:~A:Foundation Laminate	2,164.00	843.96	843.96

Proposal

Workplace Solutions, Inc.
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Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Gable and Modesty Panel Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.02 PO.02 % Off List: 61.00 Catalog: RCA			
20	5.00 Each	SOKL02 Set of Keys Alike, 2 Sets of Cores Tag: PO.02 PO.02 % Off List: 0.00 Catalog: RCA	0.00	0.00	0.00
21	4.00 Each	BMSRBS3072GR--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Rectangular Desk with Single Pedestal, 30"d x 72"w, Rectangular Grommet, Storage Right (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Gable and Modesty Panel Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.02 PO.02 % Off List: 61.00 Catalog: RCA	2,164.00	843.96	3,375.84
22	4.00 Each	BMZUL9247230GL--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Credenza w Sgle Lat. File, Wall Access, 24"d x 72"w, 30"w Stor., Rect. Gromm, Stor. Left (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut	2,076.00	809.64	3,238.56

Proposal

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Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Modesty Panel and Gable Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.02 PO.02 % Off List: 61.00 Catalog: RCA			
23	1.00 Each	BMZUL9247230GR--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Credenza w Sgle Lat. File, Wall Access, 24"d x 72"w, 30"w Stor., Rect. Gromm, Stor. Right (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Modesty Panel and Gable Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.02 PO.02 % Off List: 61.00 Catalog: RCA	2,076.00	809.64	809.64
24	5.00 Each	YEPD2--A-A Power Rod, Under-Worksurface Mount Country of Installation:A:United States or Canada Cord Type:A:Plug-in with 10 ft Cord Tag: PO.02 PO.02 % Off List: 69.33 Catalog: TCO	269.00	82.50	412.50
25	5.00 Each	YEWH30--01-~Mica-68-Y Wire Management Hammock, 30"w Hammock Finish:01:Dark Grey Foundation, Mica or Accent Colors:~Mica:Mica Colors Mica Finish Colors:68:Anthracite (Satin)	363.00	111.33	556.65

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Wire Loom:Y:Yes Tag: PO.02 PO.02 % Off List: 69.33 Catalog: TCO			

Description	Extended Amount
PO.03	11,940.24

Line	Quantity	Description	List	Unit Price	Extended Amount
26	4.00 Each	BLEDD48--0-S-0-A-AC Linear LED Light, 48"w Light Option:0:Standard Mounting Option:S:Standard Optional Features:0:Light Only Country of Installation:A:Canada/ U.S.A. Finish:AC:Clear Anodized Tag: PO.03 PO.03 % Off List: 61.00 Catalog: RCA	457.00	178.23	712.92
27	4.00 Each	BLEDS480--~Mica-68 Support for Linear LED Light - Overhead, Linear LED 48"w, Light Only Support Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Tag: PO.03 PO.03 % Off List: 61.00 Catalog: RCA	99.00	38.61	154.44
28	4.00 Each	BLGC--~Mica-68 Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Tag: PO.03 PO.03 % Off List: 61.00 Catalog: RCA	29.00	11.31	45.24
29	4.00 Each	BMHCL157243--~S-88-9D-88-~Mica-68-K Standard Hutch - Solid Hinged Doors, 15"d x 72"w x 43"h (1-3/16") Door Front Finish:~S:Source Laminate Source Laminate:88:Craft Walnut Edge Trim Finish:9D:Craft Walnut Case Finish:88:Craft Walnut Shelf and Hardware Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.03	1,659.00	647.01	2,588.04

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		PO.03 % Off List: 61.00 Catalog: RCA			
30	4.00 Each	BMRB2442--~A-7Z-6-9D-88 Cross Grain Rectangular Bridge, 24"d x 42"w (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Grommet Finish:88:Craft Walnut Tag: PO.03 PO.03 % Off List: 61.00 Catalog: RCA	435.00	169.65	678.60
31	4.00 Each	BMSRBS3072GL--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Rectangular Desk with Single Pedestal, 30"d x 72"w, Rectangular Grommet, Storage Left (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Gable and Modesty Panel Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.03 PO.03 % Off List: 61.00 Catalog: RCA	2,164.00	843.96	3,375.84
32	4.00 Each	BMZUL9247230GR--~A-7Z-6-9D-~SrcLam-88-88-9-~Mica-68-~Rect-~Mica-68-K Credenza w Sgle Lat. File, Wall Access, 24"d x 72"w, 30"w Stor., Rect. Gromm, Stor. Right (1-3/16") Worksurface Finish:~A:Foundation Laminate Foundation Laminate:7Z:Craft Walnut Edge Trim Style:6:Straight Trim Edge Trim Finish:9D:Craft Walnut Drawer Front Finish:~SrcLam:Source Laminate Source Laminate:88:Craft Walnut Case, Modesty Panel and Gable Finish:88:Craft Walnut Pull Style:9:Rectilinear Hardware and Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Grommet Finish:~Rect:Rectangular Grommet	2,076.00	809.64	3,238.56

Proposal

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Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

		Grommet Finish:~Mica:Mica Colors Mica Colors for Rectangular Grommet:68:Anthracite (Satin) Key Style:K:Key Alike Tag: PO.03 PO.03 % Off List: 61.00 Catalog: RCA			
33	4.00 Each	BOTB2172--~1-~27-R242 Tackboard - Hutch Mounted, 21" h x 72" w Element Finishes (Fabrics):~1:Fabric Grade 1 Fabric Grade 1:~27:Heather Tech Heather Tech, Panel Fabric:R242:Oat Tech Tag: PO.03 PO.03 % Off List: 61.00 Catalog: RCA	238.00	92.82	371.28
34	4.00 Each	YEPD2--A-A Power Rod, Under-Worksurface Mount Country of Installation:A:United States or Canada Cord Type:A:Plug-in with 10 ft Cord Tag: PO.03 PO.03 % Off List: 69.33 Catalog: TCO	269.00	82.50	330.00
35	4.00 Each	YEWH30--01-~Mica-68-Y Wire Management Hammock, 30"w Hammock Finish:01:Dark Grey Foundation, Mica or Accent Colors:~Mica:Mica Colors Mica Finish Colors:68:Anthracite (Satin) Wire Loom:Y:Yes Tag: PO.03 PO.03 % Off List: 69.33 Catalog: TCO	363.00	111.33	445.32
36	4.00 Each	SOKL04 Set of Keys Alike, 4 Sets of Cores Tag: PO.03 PO.03 % Off List: 0.00 Catalog: RCA	0.00	0.00	0.00

Description	Extended Amount
INSTALLATION	32,500.00

Line	Quantity	Description	List	Unit Price	Extended Amount

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
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Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

39	1.00 Each	SERVICE LABOR TO RECEIVE, DELIVER AND INSTALL % Off List: 0.00	0.00	32,500.00	32,500.00

Order Sub-Total :	$143,427.79
TOTAL ORDER :	**$143,427.79**
Required Deposit 50.00% :	$71,713.90

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.
To submit payment via ACH:

Account Name: Workplace Solutions, Inc.
Bank: Bank Of America
Account#: 488084486369
Routing#: 111000025
**Please e-mail ACH remittance information to
AR@WPSOLUTIONS.COM

Remit To Address:
WORKPLACE SOLUTIONS, INC.
1505 HI LINE DR. STE 100
DALLAS, TX 75207

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.

The undersigned agrees to purchase products and services per the terms and conditions detailed in this proposal and sales agreement. WORKPLACE SOLUTIONS, INC. terms and conditions will apply to future purchases until such time business requirements dictate otherwise and new terms and conditions are issued.

Approved By: _____ Date: _____

Name

_____ PO: _____

Title

WORKPLACE SOLUTIONS, INC. TERMS AND CONDITIONS APPLY

Proposal

Workplace Solutions, Inc.
1505 Hi Line Dr Ste 100
Dallas, TX 75207
Phone: 214-741-9667
www.wpsolutions.com

Quote/Order Number	10431
Order Name	HAYS COUNTY - NEW OFFICE
Date	12/10/2025
Valid For	30 Days
Customer PO	
Terms	50/40/10, NET 30

WORKPLACE SOLUTIONS, INC
TERMS AND CONDITIONS

The attached Proposal and Sales Agreement which, upon execution by Workplace Solutions, Inc. (Seller) and Purchaser, shall become a legally valid and binding contract which is subject to the following Terms and Conditions:

1. AGREEMENT

1.1 This Proposal constitutes an offer, on behalf of the Seller, to sell the products described on the face hereof exclusively on the terms and conditions stated herein, and execution of this Proposal by Purchaser is hereby expressly limited to the terms and conditions stated herein, which execution shall create a legally valid and binding agreement between the parties. No additional or different terms or conditions, whether stated in any form utilized by the Purchaser as a purchase order form, or elsewhere, shall be applicable to the transaction, unless specifically agreed to in a separately signed, written instrument executed by an authorized officer of the Seller. This Agreement contains the entire understanding of the parties with respect to its subject matter, and there are no terms, conditions, representation or understanding, except as expressly set forth herein. This Agreement may be amended or modified only by written instrument separately signed by the authorized representative of the parties hereto. No failure by a party to insist upon performance by the other exactly as specified herein shall be deemed a waiver of the right to insist upon such performance during the continuation of such deficiency, nor of the right to insist upon such performance on any future occasion, it being the intention of the parties that any and all waivers hereunder shall be expressed in written form signed by the party against whom such waiver is asserted. This document shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and assigns, as the case may be.

2. PRICE AND PAYMENT

2.1 This Proposal shall be firm and remain open for acceptance by Purchaser for a period of 30 days after the date hereof, except that the Seller reserves the right to withdraw the proposed pricing for any product(s) where the Seller's manufacturer changes its pricing between the date hereof and the date of the Seller's order, therefore, is accepted by the manufacturer.

(a) Unless otherwise noted, prices are exclusive of any applicable sales, use, excise, or other taxes with respect to the products and /or this transaction, and Purchaser agrees to pay all such taxes (other than taxes measured by the income of Seller) or, provide Seller with an appropriate certificate showing an exemption from such taxes.

(b) Unless otherwise noted, prices include shipping costs for standard transportation and standard domestic packaging. Special shipping, delivery and /or handling requested by Purchaser will be subject to extra charges payable by Purchaser.

2.2 For Purchasers with approved credit, Seller's standard payment terms for products and services are Net 30 days from the date of final invoice. A deposit of 50% of the Proposal total is due and payable prior to order placement by the Seller with its manufactures to begin production, an additional 40% due on original installation date with the balance due net 30 upon completion of project. Proposed pricing is discounted to reflect cash payment.

2.3 Purchaser agrees to pay Seller the lesser of one and one -half percent (1-1/2%) per month, or the highest rate permitted by applicable law, on all unpaid and overdue balances, as well as any costs and expenses of collection (including attorney fees) if Seller engages an attorney to collect such balances. Seller reserves the right to modify or revoke its credit terms if Seller, in its sole discretion, to judge Purchaser's financial condition to be inadequate to justify existing credit terms.

2.4 Should Purchaser require invoicing before delivery and/or installation, Purchaser agrees to payment of such invoices under Seller's standard payment terms.

3. CHANGES AND CANCELLATION

3.1 Products that have been ordered by the Purchaser are not returnable and orders are not cancelable without prior written approval from Seller, and Seller's approval may be conditioned on each manufactures cancellation policy. Any expenses incurred by Seller will be billed to Purchaser and deducted from deposit money or be billed accordingly.

3.2 If allowed by manufactures, order changes to quantities or specifications, after the Seller has placed orders with manufactures may be subject to order change fees or price adjustments.

3.3 If Seller changes the delivery and /or installation date at the request of the Purchaser, the Seller will invoice the Purchaser on the original date established for the delivery and/or installation and the Purchaser agrees to pay such invoices, in full, within the Seller's standard payment terms.

4. DELIVERY AND INSTALLATION

4.1 Service charges for delivery and installation are not included in the product pricing and such services, if provided, shall be at additional cost unless otherwise noted in the Proposal and Sales Agreement.

4.2 Seller shall order products from the applicable manufacturers at such time as Seller deems appropriate considering Purchaser's requested timetable for delivery and installation.

4.3 If delivery and installation services are to be provided by the Seller, the following provisions shall apply:

(a) Purchaser shall be responsible for providing adequate staging areas and facilities for the efficient movement of products (including elevator service) and a cleared installation site that is free from debris and interference from other trades. The site should be ready for final installation of products in an efficient

and continuous sequence.

(b) Purchaser shall be responsible for providing the cleared installation site in a timely fashion, and of continuous duration, so as to accommodate commencement and continuous work on the installation.

(c) Purchaser shall be responsible for providing, without charge to Seller, electrical power, heat, drinking water, sanitary facilities, and security for the installation site during the performance of the installation services.

4.4 Postponements or delays resulting in storage and double handling.

(a) Payment to the Seller will be required by the Purchaser for products, storage, double handling, and other costs incurred by Seller, depending upon the length of the delivery and installation postponement /delay, the amount of notice provided by the Purchaser and the resulting costs incurred by Seller. Seller may require Purchaser to prepay the related services cost prior to final delivery.

(b) When the Purchaser delays delivery and /or installation, the Seller reserves the right to place the products in storage at the Purchaser's risk and expense. Storage will be charged to the Purchaser at the prevailing current market rates per square foot, per month, prorated weekly. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.

(c) Payment to the Seller will be required by the Purchaser for manufacturer driven surcharges imposed on the Seller resulting from shipping and scheduling changes requested by the Purchaser after order acknowledgements have been received. Typically surcharges by manufacturers center around weekend or after -hours deliveries, expedited shipments and trailer hold requests.

5. CLAIMS AND WARRANTIES

5.1 Seller warrants any services performed by Seller to be free from defects in workmanship for a period of one (1) year after the date of completion as reflected in Seller's records. Seller shall, at its option, repair or replace, any work which proves to be defective within the warranty period, which remedy is agreed to be exclusive as a condition of sale. Upon request, Seller will assign to Purchaser any express warranty granted to Seller by the manufacturer of any product purchased hereunder in the exact form issued by the manufacturer, but Seller makes no warranty of any kind whatsoever as to such products on its own behalf. EXCEPT AS SPECIFIED IN THIS SUBSECTION 5.1, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.2 In no event shall Seller incur any liability for lost profits or other special incidental or consequential damages with respect to this Agreement or any of the services or products provided hereafter.

5.3 In no event shall Seller incur any liability with respect to delay in performance, or failure to perform, any obligation under this Agreement where such delay or failure is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike, dispute among or between labor unions or other labor disputes, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any other cause not within the reasonable control of the Seller, whether of the class of causes enumerated or otherwise.

5.4 Unless Seller has agreed to perform receiving functions, Purchaser shall inspect products and notify the Seller in writing within two (2) business days after delivery of any nonconformities, defects, errors, or shortages, describing in reasonable detail the alleged nonconformity, defect, error, or shortage. Failure to make such claims within such time shall be deemed a waiver.

5.5 Purchaser agrees to retain original invoice from Seller for warranty verification and to provide same to Seller upon request.

6. SECURITY INTEREST

Until such time as payment for products is made in full, Seller retains and Purchaser grants a (security interest) in the products, as they are described on the Proposal, to secure payment and performance of all of Purchaser' s obligations under this Agreement. Accordingly, Purchaser warrants and covenants that:

6.1 The products are bought primarily for use in business operations.

6.2 Purchaser will promptly notify Seller of any change in the location of the products.

6.3 Seller may file a financing statement on behalf of Purchaser to perfect the security interest.

6.4 Purchaser will not sell or offer to sell or otherwise transfer the products or any interest in them without the written consent of Seller.

6.5 Purchaser until full payment has been made for the products will maintain insurance at all times with respect to the products against risks of fire (including extended coverage), theft, and other risks.

6.6 Purchaser will keep the products free from any adverse lien, security interest or encumbrance and in good order and repair. Seller may examine and inspect the products at any time.

6.7 Purchaser agrees to reimburse Seller on demand for any payment made or expense incurred by Seller pursuant to this authorization and to pay costs of collection, including reasonable attorneys' fees.

6.8 Purchaser is in default under this Agreement upon the occurrence of one or more of the following events or conditions:

(a) Purchaser failed to pay for the products and services within 45 days of completion to include all punch and related items.

(b) Loss, theft, damage, destruction, sale or encumbrance of the products, or any part of them, or the levy, seizure or attachment of the products or any part of them.

(c) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit

of creditors by, or the commencement of a proceeding under any bankruptcy or insolvency law by or against, Purchaser or a guarantor or surety for Purchaser.

6.9 Upon default and at any time thereafter, Seller has the remedies of a secured party under the Uniform Commercial Code. Seller may require Purchaser to assemble the products and make them available to Seller at a place to be designated by Seller that is reasonably convenient to both parties. Purchaser agrees to pay Seller the expenses of retaking and selling the collateral including reasonable attorneys' fees and legal expenses.

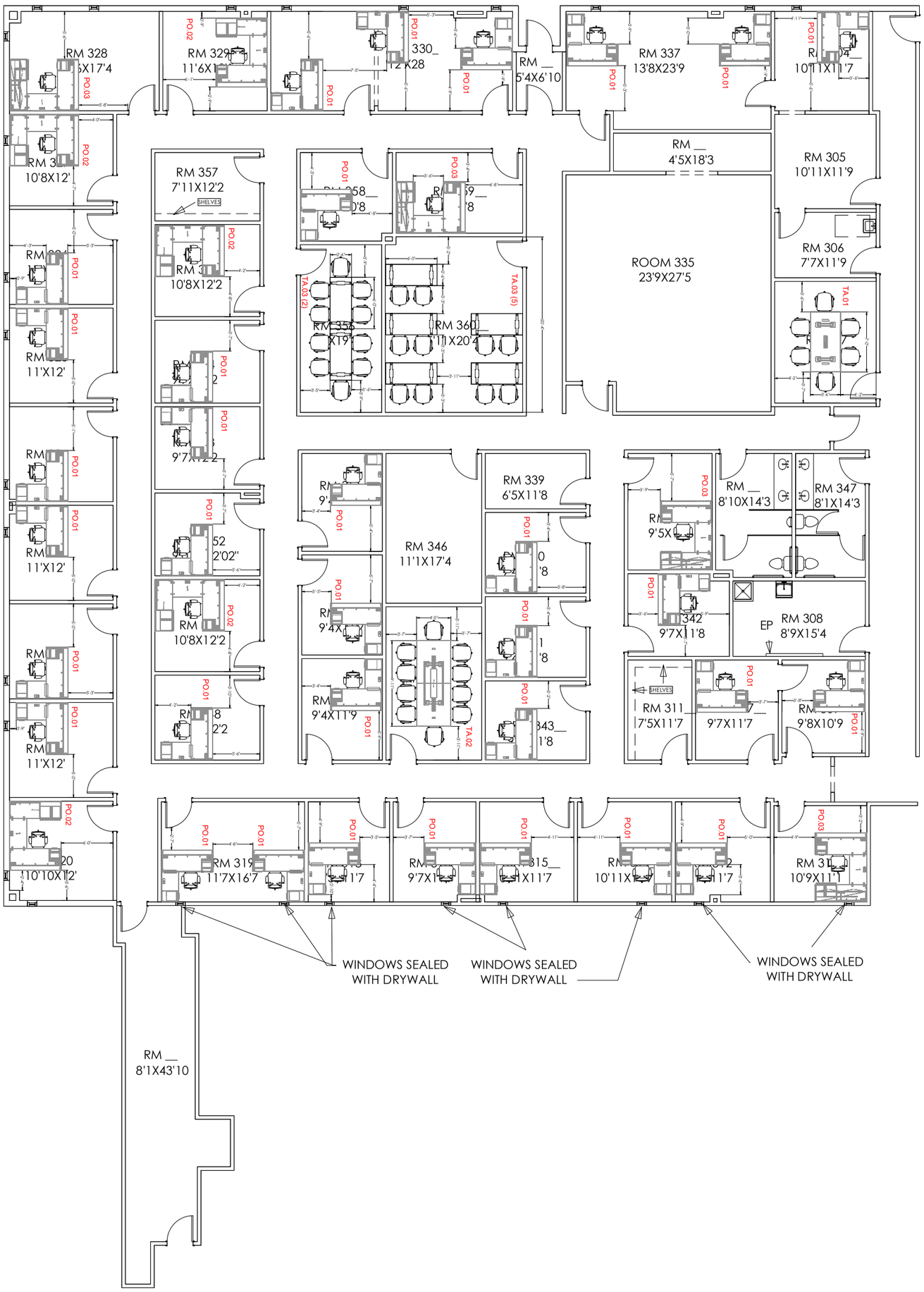
Furniture Solutions

HAYS COUNTY - TEMP SPACE

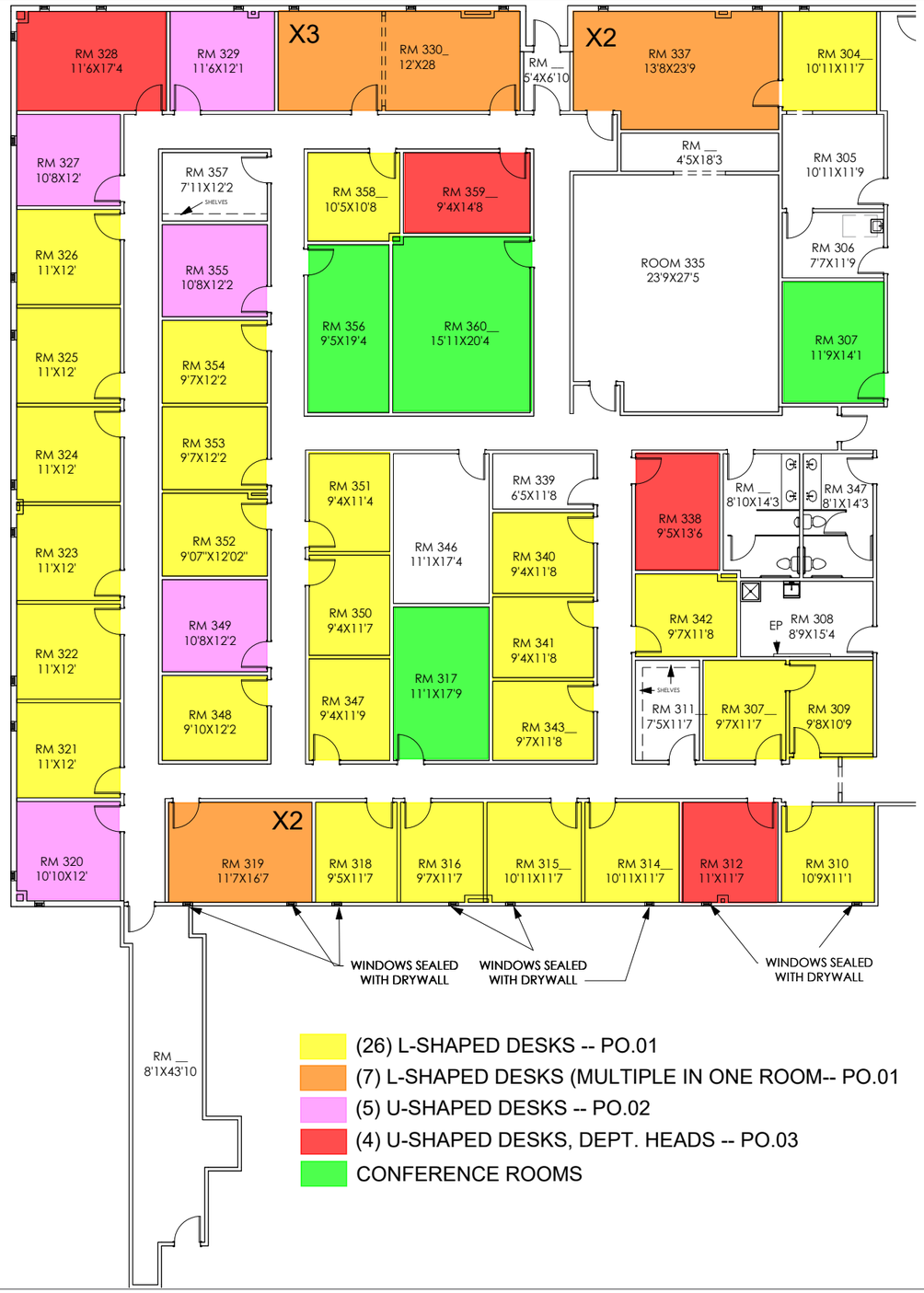
DECEMBER 10, 2025

wps
teknion

1901 DUTTON
1901 DUTTON DR
SAN MARCOS, TX



Furniture Plan

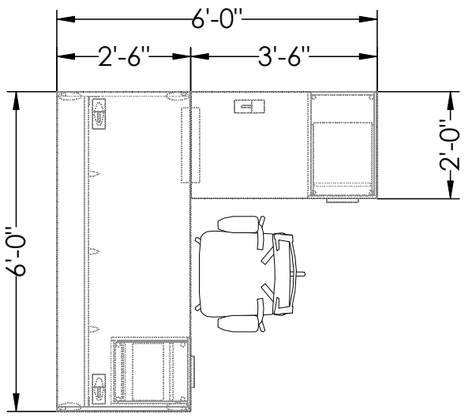


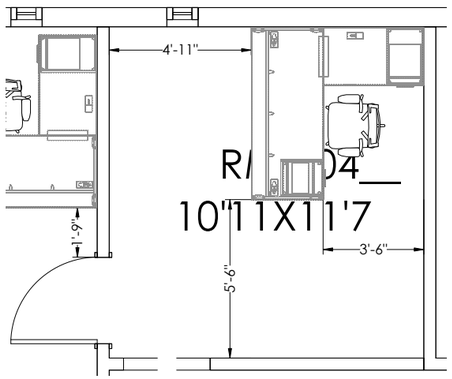
PO.01
Private Office Typical - L-Shaped

PO.01 – TEKNION | EXPANSION CASEGOODS

A. 30”D X 72”W FIXED MAIN DESK W/ 6” RECESSED FULL HEIGHT MODESTY & BOX/BOX/FILE PEDESTAL. 30”W WIRE HAMMOCK & POWER STRIP INCLUDED

B. 24”D X 42”W FIXED RETURN W/ FILE/FILE PEDESTAL

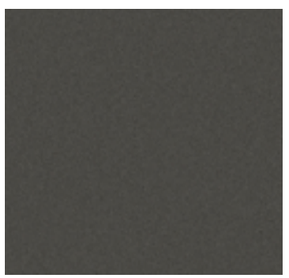




LAMINATE

CRAFT WALNUT

METAL



ANTHRACITE

WIRE HAMMOCK

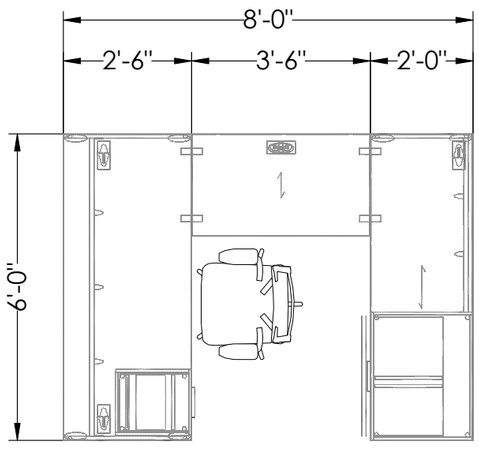
PO.02
Private Office Typical - U-Shaped

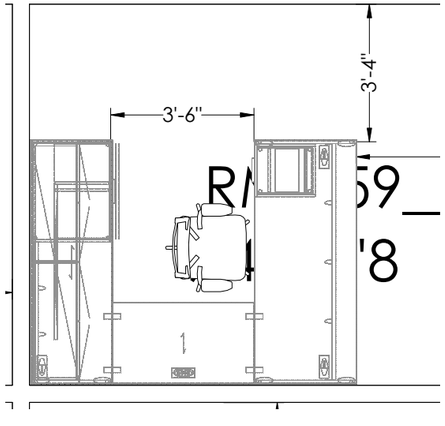
PO.02 – TEKNION | EXPANSION CASEGOODS

A. 30”D X 72”W FIXED MAIN DESK W/ 6” RECESSED FULL HEIGHT MODESTY & BOX/BOX/FILE PEDESTAL. 30”W WIRE HAMMOCK & POWER STRIP INCLUDED

B. 24”D X 42”W BRIDGE

C. 24”D X 72”W FIXED RETURN W/ 30”W LATERAL FILE





LAMINATE

CRAFT WALNUT

METAL

ANTHRACITE

WIRE HAMMOCK

PO.03
Private Office Typical - Dept. Head

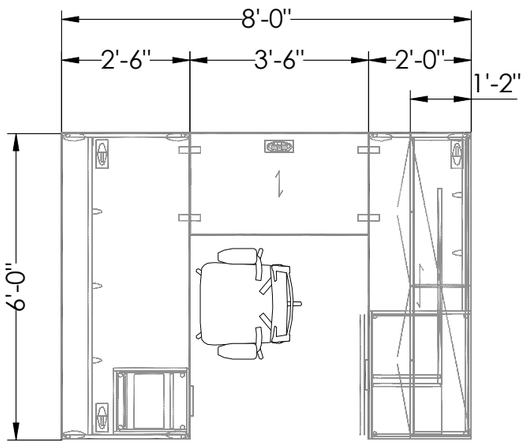
PO.03 – TEKNION | EXPANSION CASEGOODS

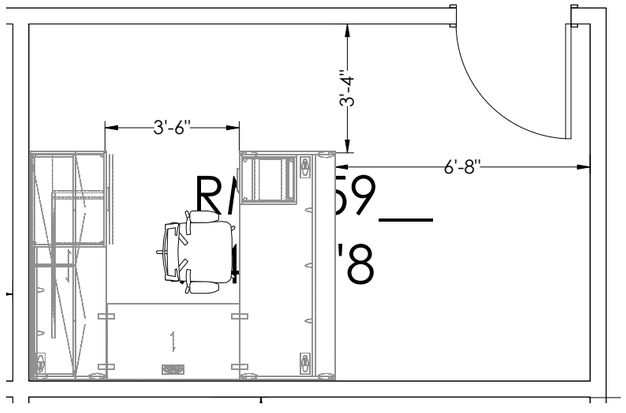
A. 30”D X 72”W FIXED MAIN DESK W/ 6” RECESSED FULL HEIGHT MODESTY & BOX/BOX/FILE PEDESTAL. 30”W WIRE HAMMOCK & POWER STRIP INCLUDED

B. 24”D X 42”W BRIDGE

C. 24”D X 72”W FIXED RETURN W/ 30”W LATERAL FILE

D. 15”D X 72”W X 43”H HINGED LAMINATE DOOR HUTCH W/ TACKBOARD & INTEGRATED LIGHT. 72”H DATUM





LAMINATE

CRAFT WALNUT

METAL

ANTHRACITE

TACKBOARD

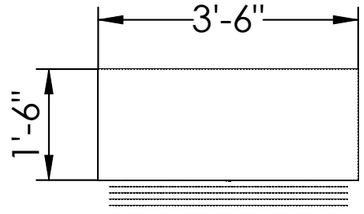
HEATHER TECH - OAT TECH

WIRE HAMMOCK

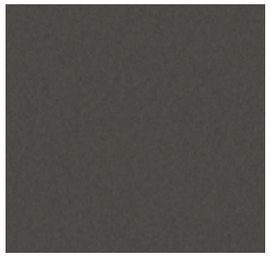
LF.01
Lateral File

LF.01 – TEKNION | LEDGER
A. 18”D X 42”W X 51”H METAL 4H LATERAL FILE

TOTAL QTY: 30
AUDITORS: 22
HR: 7
BUDGET: 1



METAL

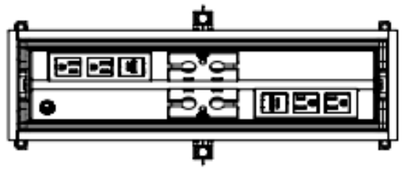


ANTHRACITE

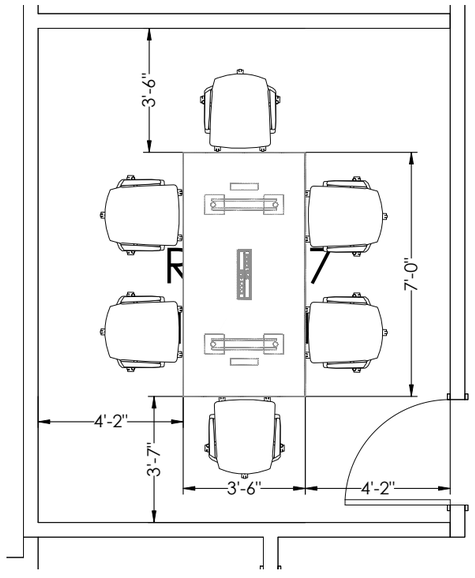
TA.01
Conference Table - Room 307

TA.01 – TEKNION | EXPANSION CASEGOODS

A. 42”D X 84”W CONFERENCE TABLE W/ PANEL BASES & CENTERED 18”W POWER MODULE. POWER MODULE INCLUDES (4) POWER, (4) USB-A & C, & (2) MEDIA BLANKS, 180” CORD. INCLUDING VELCRO WILLBOND CARPET CORD COVER AS PULLING POWER FROM WALLS NOT FLOOR CORE



Standard 18"–
4 Power/4 USB/2 Media
(S0442)



LAMINATE

CRAFT WALNUT

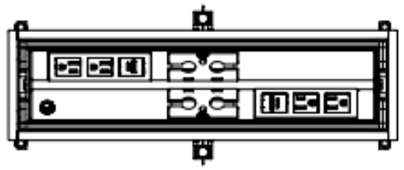
METAL

ANTHRACITE

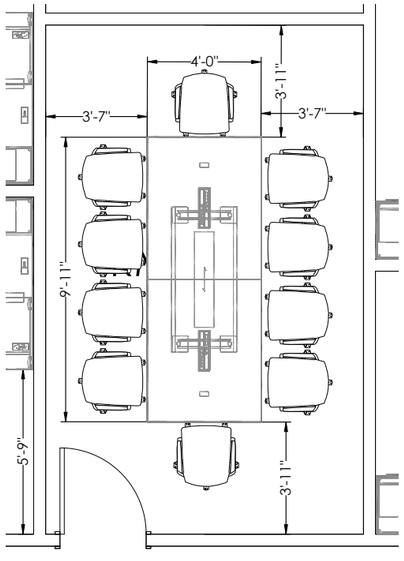
TA.02
Conference Table - Room 317

TA.02 – TEKNION | EXPANSION CASEGOODS

A. 48”D X 120”W CONFERENCE TABLE W/ PANEL BASES & TWO 18”W POWER MODULE. POWER MODULE INCLUDES (4) POWER, (4) USB-A & C, & (2) MEDIA BLANKS PER UNIT, 180” CORD. INCLUDING VELCRO WILLBOND CARPET CORD COVER AS PULLING POWER FROM WALLS NOT FLOOR CORE



Standard 18"–
4 Power/4 USB/2 Media
(S0442)



LAMINATE

CRAFT WALNUT

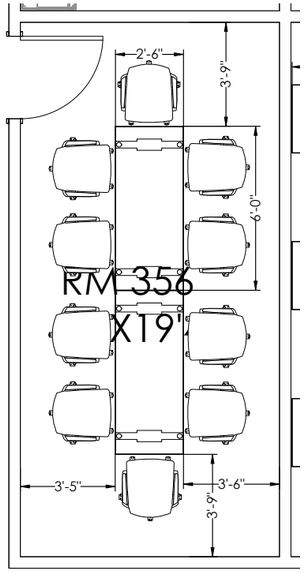
METAL

ANTHRACITE

TA.03
Conference Table - Room 356

TA.03 – TEKNION | EXPANSION CASEGOODS

A. (2) 30”D X 72”W CONFERENCE TABLE W/ BLADE T-LEGS. NO POWER



LAMINATE

CRAFT WALNUT

METAL

ANTHRACITE

TA.03
Conference Table - Room 360

TA.03 – TEKNION | EXPANSION CASEGOODS

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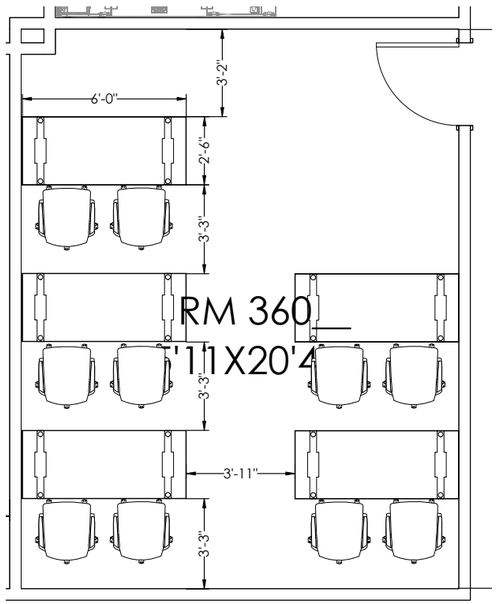
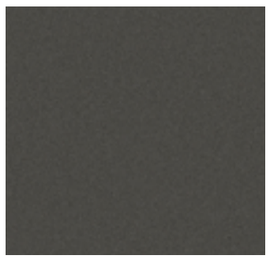


LAMINATE

CRAFT WALNUT

METAL



ANTHRACITE

AGENDA ITEM REQUEST FORM: K. 18.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Villarreal-Alonzo

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of Engagement Letters with Fitch Ratings and Standard & Poors Global for services related to the credit rating of Combination Tax and Revenue Certificates of Obligation, Series 2026, authorizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).
INGALSBE/COHEN/VILLARREAL-ALONZO

Summary:

The County is seeking a credit rating from Fitch Ratings and Standard and Poors Global for the issuance of Combination Tax and Revenue Certificates of Obligation in 2026.

Fiscal Impact:

Amount Requested: $126,817
Line Item Number: 5384_461

Budget Office:

Source of Funds: 2026 Certificates of Obligation
Budget Amendment Required Y/N?: N/A
Comments: Bond rating fees are part of the cost of issuance fees that are netted against the proceeds at the time of issuance.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4)

Auditor's Office

G/L Account Validated Y/N?: Costs of Issuance Expenses Reduced from Proceeds at Closing
New Revenue Y/N?:
Comments:

Attachments

Fitch Engagement Letter
S&P Global Engagement Letter

FitchRatings

Agreement ID #: 00189847.0

Date: December 5, 2025

Dear Marisol Villarreal-Alonzo,

Thank you for requesting a Public Rating for Hays County, TX from Fitch Ratings, Inc. ("Fitch"). Hays County ("you" or "your") agrees to pay Fitch fees for credit ratings services as set forth below:

Fee Details (USD)

Rating Fee for Combination Tax and Revenue Certificates of Obligation Series 2026 and Limited Tax Refunding Bonds Series 2026:

Fee Type	Par Amount	Fee
Issuance Fee	$75,000,000 - $99,999,999	$43,000
Issuance Fee	$100,000,000 - $124,999,999	$49,000
Issuance Fee	$125,000,000 - $149,999,999	$57,000
Issuance Fee	$150,000,000 - $199,999,999	$70,000

Payment of these fees is not contingent on the issuance or sale of the rated securities, your use of the ratings, Fitch's issuance of a particular rating or any other work performed. Fees are due and payable within 30 days of your receipt of an invoice from Fitch.

All fees and charges quoted are net of sales taxes. You acknowledge and agree that to the extent you are exempt from payment of sales tax, it is your obligation to provide Fitch with all necessary documentation from the relevant state authority confirming such exemption or pay sales taxes included on the invoice from Fitch.

In issuing and maintaining its ratings, Fitch relies on factual information it receives from issuers and from other sources Fitch believes to be credible. You recognize the need to supply Fitch with all information relevant to evaluating the ratings, including without limitation any information identified by Fitch in any questionnaire that may be forwarded to you, the issuer/company or your agents periodically. You further recognize the importance to monitored ratings of keeping Fitch informed on a timely basis of all material changes in the information provided to Fitch, potential material events and the overall financial condition of the rated entity.

Fitch reserves the right in its sole discretion to raise, lower, place on Rating Watch or withdraw any rating at any time for any reason it deems sufficient. Under such circumstances, no fees paid to Fitch will be returned.

Fitch is not responsible for any underwriting, credit, loan, purchase, strategic or investment decision. Ratings are not a recommendation or suggestion, directly or indirectly, to you or any other person, to buy, sell, make or hold any investment, loan or security or to undertake any investment strategy with respect to any investment, loan or security or any entity. Ratings do not comment on the adequacy of market price, the suitability of any investment, loan or security for a particular investor (including without limitation, any accounting and/or regulatory treatment), or the tax-exempt nature or taxability of payments made in respect of any investment, loan or security. Fitch is not your advisor and is not providing you or any other party any financial advice, or any legal, auditing, accounting, appraisal, valuation or actuarial services. A rating should not be viewed as a replacement for such advice or services. Nothing in this letter is intended to or should be construed as creating a fiduciary relationship between you and Fitch or between Fitch and any user of a rating.

You acknowledge that Fitch's rating is subject to both (i) the analytical process and limitations described in this letter and (ii) the provisions relating to understanding ratings, including the usage and limitations thereof, found on

Fitch's website, www.fitchratings.com. Subject to any specific limitations set forth elsewhere in this letter, nothing herein shall limit Fitch's right to publish, disseminate or license others to publish or otherwise to disseminate the ratings or the rationale for the ratings.

You agree that each of Fitch's affiliates and subsidiaries is an intended third party beneficiary of this letter agreement. You further agree that nothing in this letter, or the rating when issued, is intended to create rights in any third parties other than Fitch's affiliates and subsidiaries, including any users or recipients of ratings.

Please acknowledge your acceptance and agreement to the provisions of this letter by signing in the space below where indicated. Please return a copy of the signed agreement to me.

Work will commence after receipt of written agreement to the above terms. You should separately forward materials needed to provide the rating service directly to the analyst.

Ratings assigned by Fitch shall be valid and effective only if the rating letter assigning the rating contains the Agreement ID number set forth in this letter, and, in the case of a public rating, the rating is published on Fitch's website.

Please let me know if you have any questions and thanks again for choosing Fitch Ratings.

Best regards,

Richard Packard

James Mitchell
James Mitchell (Dec 5, 2025 14:21:39 EST)

Fitch Ratings, Inc.

Agreed and accepted:

_____

Alfredo Gonzalez
Alfredo.Gonzalez@spglobal.com
Tel: + 52 55 5081 2894
55 Water Street
New York, NY 10041-0003
Team Email: USPFEngagementLtrs@spglobal.com
Issue No.: 1892313
Obligor ID : 14524

December 9, 2025

Hays County
Hays County Government Center
712 South Stagecoach Trail
Suite 1071
San Marcos, TX 78666
Attention: Marisol Villarreal-Alonzo, County Auditor

Re: ***US$100,000,000 Hays County, A political subdivision of the State of Texas, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026, dated: February 12, 2026, due: February 15, 2051, Public***
US$45,710,000 Hays County, A political subdivision of the State of Texas, Texas, Limited Tax Refunding Bonds, Series 2026, dated: February 12, 2026, due: February 15, 2035, Public

Dear Marisol Villarreal-Alonzo

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **$77,817** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private rating under this Agreement, S&P Global Ratings will make such rating and related report available through a password-protected website or third-party private document exchange (or, if the password-protected website or third-party private document exchange is unavailable, by email) to a limited number of third parties you identify, and you agree not to disclose such rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as a "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of $10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third parties authorized to access the private rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private rating subject to certain terms and conditions, and disclose to market participants, including by publishing on its public website, the fact that the rated entity or obligations (as applicable) has been assigned a private rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7 (a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Alfredo Gonzalez at Alfredo.Gonzalez@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

By :

Name: Anthony Ivancich

Title: Interim Commercial Head of Public & Sovereign-North America
ag

cc:

Dan Wegmiller

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix**: This Data Protection Appendix ("**Appendix**") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "**Agreement**") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions**: All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data", "joint controller" and analogous or equivalent terms shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) (**"GDPR"**) and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Controller-to-Controller Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/_assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the **"Data Exporter"** and S&P Global Ratings is the **"Data Importer"**;

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any jurisdiction that requires additional safeguards in order to lawfully transfer personal data to a Destination Jurisdiction, including but not limited to the following jurisdictions: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the **"Services"**) to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of personal data (including making personal data available by remote access or otherwise) in respect of which additional safeguards are required under Applicable Data Protection Law in order to lawfully transfer that personal data, such as a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the relevant standard contractual clauses as set forth at https://www.spglobal.com/_assets/documents/ratings/scc_landing_page.pdf; and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at https://www.spglobal.com/_assets/documents/ratings/uk_addendum_for_client_agreements.pdf.

3. Disclosure of data: Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Data to S&P Global Ratings for the Permitted Purpose, including obtaining data subject consent where required by Applicable Data Protection Law.

4. Relationship of the parties: Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at https://www.spglobal.com/corporate-privacy-policy) and Cookie Notice (available at https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. Notifications: Where required by applicable law, each party ("**Notifier**") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. Use and Restrictions on Use: Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. International Transfer of Data:

8.1 This Clause 8 and the relevant Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent required under Applicable Data Protection Law, the relevant Standard Contractual Clauses (as set forth at https://www.spglobal.com/_assets/documents/ratings/scc_landing_page.pdf) shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Controller-to-Controller Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Controller-to-Controller Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law requires, and in particular references within the Controller-to-Controller Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Controller-to-Controller Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

8.5 To the extent permissible by law, the terms of the Agreement and this Appendix, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses.

9. Survival: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with

the requirements of this Appendix and Applicable Data Protection Law.

AGENDA ITEM REQUEST FORM: K. 19.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the Office of Emergency Services to purchase the Perry Weather Software and Outdoor Warning System & Weather Station Subscription Bundle in the amount of $14,000.00. **BECERRA/MIKE JONES**

Summary:

Perry Weather stations are used for hyper-local, real-time weather monitoring and automated safety alerts for specific locations, ensuring team safety, minimizing delays, and ensuring compliance with weather policies for outdoor activities, events, schools, or job sites, going far beyond generic weather apps. Perry Weather stations are designed for organizations needing precise data (such as WBGT, wind, lightning) and automatic warnings (sirens, strobes, app notifications) for quick, informed decisions, rather than relying on distant airport data.

Fiscal Impact:

Amount Requested: $14,000.00
Line Item Number: 001-656-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds budgeted for this during the FY 2026 annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard Contract 742-24

Auditor's Office:

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Perry

perry weather

Hays County, TX - 4 OWX

Hays County, TX
712 South Stagecoach Trail
San Marcos, TX 78666

Reference: 20250409-163818791
Quote created: April 9, 2025
Quote expires: December 31, 2025

Comments from Brady Brooks

(Automatic discount applied for 3+ units)

- Total of 40 full platform users

Products & Services

Name	Qty	Unit price	Total
Software + Outdoor Warning System & Weather Station (OWX) Subscription Bundle SOFTWARE: - 10 Users w/ mobile app + computer dashboard - Custom alerts for heat, lightning, rain, wind, etc. - 24/7 Meteorologist support (call, text, and email) - Widget for website, TV, QR Code, etc. - Mass Notify Staff feature - Monitor each facility separately - GPS Specific alerts as you travel OUTDOOR WARNING SYSTEM: - Automated and Manually triggered - Custom text-to-speech PA - Full Control of Active Siren Days/Times - Flashing Strobe Light - Cellular Connection WEATHER STATION: - On-Site Wet Bulb Globe Temp - Wind Speed/Direction/Chill - Precipitation, Evapotranspiration - Exportable Historic Data Reports - HD Sky Camera	4	$4,500.00 / year	$14,000.00 / year after $4,000.00 discount for 2 years
Self-Installation	1	$0.00	$0.00

Subtotals

Annual subtotal	$14,000.00 after $4,000.00 discount
One-time subtotal	$0.00

Total
$14,000.00

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Brady Brooks, Account Executive
brady@perryweather.com, +12106010248

AGENDA ITEM REQUEST FORM: K. 20.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Gonzales

Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the Health Department to utilize Tobacco Settlement Funds for printed 2026 Resource Directory booklets and amend the budget accordingly. **COHEN/GONZALES**

Summary:

Hays County departments and varying social service agencies have requested a consolidated resource guide for our community to easily refer residents to different resources. The request to print the resource guide is to empower the departments who are public-facing to provide fast referral to needed services. The guide easily lists social service agencies according to resource topics such as housing, healthcare, welfare, and education. The department utilizing or providing this guide will save time referring individuals to these agencies through the use of the guide. Resource guides will also be provided to local government agencies such as libraries, WIC, law enforcement and social service agencies such as Southside Community Center, Hill Country MHDD, Hays County Foodbank for residents to have the capability to refer to the resource guide at locations where they receive assistance. The resource directory is organized by different categories of service, and includes agencies with descriptions of their service, address, hours of operation, cost, and other pertinent information. The Health Department received three quotes, with FedEx being the lowest and is requesting use of the Tobacco Settlement Funds for this project.

Fiscal Impact:

Amount Requested: $2,000
Line Item Number: 121-752-00.5461

Budget Office:

Source of Funds: If approved, recommend the Tobacco Settlement Fund for a one-time purchase that was not requested during the budget
Budget Amendment Required Y/N?: Yes
Comments: N/A
$2,000 - Increase Printing Services 121-752-00.5461
($2,000) - Decrease Contract Services 121-752-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: 3 quotes

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?:
Comments:

Attachments

Payment Information - Quotes
Payment Information - Quote
Payment Information - Quote

Order Number: 446233646-001
Order is modifiable
This order has NOT been invoiced

Order Information:
Order Date: Wednesday, November 5, 2025
CSR ID: 0689
Store Employee ID: 0000779694
Order Source: JMillennia in Stores

Delivery Information:
Estimated Date: Wednesday, November 12, 2025 08:30 AM - 05:00 PM
Status: Held for Deposit , Deliver to Store
Pick-Up Date: Wednesday, November 12, 2025 08:30 AM - 05:00 PM
Pickup Location: Store Number 0689
Pickup Proxy Information:

Customer Information:

Payment Information:
Cash
Amount $7012.44

Billing Address:
[redacted]

Currency: U.S Dollars
Contact Information:

Shipping Address:
201 SPRINGTOWN WAY
SAN MARCOS, TX 78666
USA

Delivery Location:
0689-SAN MARCOS TX

#	Qty	BkOrd Qty	Qty Ship	Item Number	Description	Unit	Unit Price	Ext-Price	Orig Price	Action	Reason	Comments
1	200	0	0	870338	COMB-BOUND BOOK	EA	$32.390	$6478.00	$0.00	Order		

Sub Total:	$6478.00
Delivery Charge:	$0.00
Tax Percent:	8.250 %
Tax:	$534.44
Order Total:	$7012.44
Amount Due:	$7012.44

4462336460017

To check the status of your order, 24 hours a day, 7 days a week, please visit https://www.officedepot.com/orderhistory and enter your order number and phone number.
Or, call our Customer Service Center at 1-800-GO-DEPOT (1-800-463-3768).

SUNDANCE PRINT CENTERS

303 N Edward Gary St
San Marcos, TX 78666
(512) 216-6279

ESTIMATE
EST-45231

Payment Terms: Cash Customer

Created Date: 11/5/2025

DESCRIPTION: Resource Directory/ 8.5x11 spiral books

Bill To: Hays County Health Department
TBD
San Marcos, TX 78666
US

Pickup At: Sundance Print Centers
303 N Edward Gary St
San Marcos, TX 78666
US

Requested By: Izzy Vigil
Email: isabella.vigil@hayscountytx.gov

Salesperson: House San Marcos
Entered By: Nathaniel De Gala

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**8.5x11 Coil Bound directories**	200	$20.9538	$4,190.75
1.1	**28# Laser - Color Printing -** **Part Qty:** 34 **Width:** 8.50" **Height:** 11.00" **Sides:** 2			
1.2	**Coil Binding - With Clear Covers & Black Backs - 8.5x11 -** **Part Qty:** 1			

Subtotal:	$4,190.75
Taxes:	$345.74
Grand Total:	$4,536.49

Thank you for the opportunity to quote your print project!

Pak Mail #17002
1101 Thorpe Lane, Suite 105
SAN MARCOS, TX 78666
Phone: 512-878-7894 | Fax: 512-878-3797

PAK MAIL
PACK IT SHIP IT CRATE IT FREIGHT IT

Estimate # 47433 Page: 1

Customer:

VIGIL, ISABELLA

Estimate Date: November 5, 2025
Customer ID: 33813

SAN MARCOS, TX, 78666

QUANTITY	DESCRIPTION	PRICE	EXTENDED
200	BINDING COMB	$5.00	$1,000.00
6800	Specialty Paper White	$0.09	$612.00
13600	CopyLtrClr1000+	$0.30	$4,080.00
	200 COLOR BOOKLETS ON HEAVIER PAPER (28lb) PRINTED 2-SIDED EITHER COMB OR SPIRAL BINDING		

This estimate is valid for 30 days.

Workstation: 0 - Master Workstation

Subtotal:	$5,692.00
Sales Tax:	$0.00
Total Sale:	**$5,692.00**

If printed on regular paper you will save $612 and the cost per book would be $25.40

÷200 = 28.46 per book

Pak Mail #17002 is pleased to offer this estimate based on the information supplied. Pricing may change if the number of pieces/items, weight, dimensions, and/or destination are different from those provided. We will notify you of any changes prior to job completion. This estimate is not a contract or an invoice.

National Bid Center
7900 Legacy Drive
Plano, TX 75024
Telephone: 866.544.2935

11-05-2025

Customer Name: Matthew Gonzales

Telephone: (737) 213-9039
Bid Reference: 120189294
Estimator: RACHEAL FRAZIER
Location ID: 4401

4401: San Marcos TX
730 E Hopkins St
San Marcos, TX 78666-7032
(512) 726-2362

Dear Matthew,

Thank you for the opportunity to bid on your print work. As the largest print production network in North America, we have the capabilities to print virtually any project - large or small.

With our innovative technology and top of the line equipment, we can ensure superior quality and results. And, with FedEx in our name, you know you can count on on-time delivery!

The attached page shows the details of your specific project.

SKU 227: 6,800 Qty of CLR 2S on 32# Wht @ 0.2576 each= $1,751.68 (Retail $1.6400 each, you save $1.3824 each)
SKU 871: 200 Qty of Comb Mixed Covers @ 1.2416 each= $248.32 (Retail $4.4900 each, you save $3.2484 each)

Subtotal: $2000.00

Bring this letter to your selected FedEx Office location to begin processing your order. If we can be of any future assistance, please do not hesitate to contact us.

FedEx Office listens. Click here to take our We Listen survey and receive a special discount on your next order.

FedEx Office Print Preferred Program. Save 10% on printing, every day. Sign up today by visiting fedex.com/printpreferred and start receiving a 10% discount on eligible print purchases in-store and online.

Sincerely,

RACHEAL FRAZIER
National Bid Center

National Bid Center
7900 Legacy Drive
Plano, TX 75024
Telephone: 866.544.2935

11-05-2025

Customer Name: Matthew Gonzales

Telephone: (737) 213-9039
Bid Reference: 120188004
Estimator: RACHEAL FRAZIER
Location ID: 4401

4401: San Marcos TX
730 E Hopkins St
San Marcos, TX 78666-7032
(512) 726-2362

Dear Matthew,

Thank you for the opportunity to bid on your print work. As the largest print production network in North America, we have the capabilities to print virtually any project - large or small.

With our innovative technology and top of the line equipment, we can ensure superior quality and results. And, with FedEx in our name, you know you can count on on-time delivery!

The attached page shows the details of your specific project.

SKU 227: 6,800 Qty of CLR 2S on 32# Wht @ 0.3802 each= $2,585.36 (Retail $1.6400 each, you save $1.2598 each)
SKU 887: 200 Qty of Coil Mixed Covers @ 1.5828 each= $316.56 (Retail $4.9900 each, you save $3.4072 each)

Subtotal: $2901.92

Bring this letter to your selected FedEx Office location to begin processing your order. If we can be of any future assistance, please do not hesitate to contact us.

FedEx Office listens. Click here to take our We Listen survey and receive a special discount on your next order.

FedEx Office Print Preferred Program. Save 10% on printing, every day. Sign up today by visiting fedex.com/printpreferred and start receiving a 10% discount on eligible print purchases in-store and online.

Sincerely,

RACHEAL FRAZIER
National Bid Center

AGENDA ITEM REQUEST FORM: K. 21.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: BOUTTE

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Agreement between Hays County, the City of Kyle, and the City of Buda related to the construction, operation, and use of the Kyle Animal Shelter.
COHEN/BOUTTE/GONZALES

Summary:

On September 30, 2025 the Commissioners Court approved a Memorandum of Understanding between Hays County, the City of Kyle, and the City of Buda related, in part, to participate in a City-led animal services facility. The attached Interlocal Agreement between the County and the Cities of Kyle and Buda takes further action on the animal services facility.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: TBD

Budget Office:

Source of Funds: 2026 Certificates of Obligation
Budget Amendment Required Y/N?: TBD
Comments: Hays County's allocation is 64.5% based on the total expenditures incurred by the City of Kyle. The project budget will be established upon issuance of the 2026 Certificates of Obligation and the City of Kyle provides a detailed budget and cashflow for the animal service's facility.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: TBD
New Revenue Y/N?:
Comments:

Attachments

ILA - Kyle Animal Shelter

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY, THE CITY OF KYLE, AND THE CITY OF BUDA
RELATED TO THE CONSTRUCTION, OPERATION,
AND USE OF THE KYLE ANIMAL SHELTER

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the "**Agreement**") is entered into as of this _____ day of __ _____, 2025, by and between Hays County, a political subdivision of the State of Texas (the "**County**"), the City of Kyle, a Texas home-rule municipality ("**Kyle**"), and the City of Buda, a Texas home-rule municipality ("**Buda**") (collectively, the "Parties"). In this Agreement, Kyle, Buda, and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, Kyle intends to take the lead on constructing an animal shelter with sufficient capacity to handle all of the animal services needs of Kyle, and the County and Buda have requested that Kyle expand the animal shelter to include additional capacity needed to serve the animal services needs of Buda and a specific area of the unincorporated portion of the County (the "County Area" depicted in **Exhibit A**, attached hereto and incorporated herein) as well as provide additional space for public safety and/or law enforcement operations (overall, the **"Project"**); and

WHEREAS, the intent of the Parties is for Kyle to own and operate the Project but dedicate separate specified capacities for each the animals in Buda and animals from the County Area; and

WHEREAS, the Parties are entering into this Agreement in order to lay out the roles and responsibilities of each of the Parties in relation to the Project.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.02 General. The purpose of this Agreement is to provide an understanding between the Parties that facilitates the construction, operation, and joint use of the Project**.**

II.
KYLE OBLIGATIONS

2.01 Design and Construction Costs. Kyle shall be responsible for coordinating and taking the lead on all related surveying, design, construction, and property acquisition associated with the construction of the Project, which will consist of a first-class animal shelter with sufficient capacity for needs of Kyle, Buda, and the County Area, as well as space for public safety and/or law enforcement operations. The Parties will each be responsible for their proportionate share of the costs of the Project. For the design and construction of the Project, the proportionate share of the cost to the Parties is as follows: (1) the County shall be responsible for 64.5% of the cost, (2) Buda shall be responsible for 2.8% of the cost, and (3) Kyle shall be responsible for the remaining 32.7% of the cost.

2.011. Consideration Related to County Obligations. In consideration for the County providing funds for its pro rata share of the design and construction costs of the Project, Kyle agrees to provide the County with animal sheltering services. The Parties agree that each party shall have full use and access to the Kyle Animal Shelter in furtherance of the public purpose to conduct the shared responsibilities of animal capture, intake, sheltering, adoption, and euthanasia.

2.012. Compliance Related to County Obligations. The County will finance its proportionate share of the costs of the design and construction of the Project with the proceeds of tax-exempt obligations to be issued by the County (the "County Obligations"). In connection with the issuance of the County Obligations, the County will make covenants to the owners of the County Obligations. Kyle shall manage, operate and maintain the Kyle Animal Shelter in such a manner to allow the County to comply with the covenants of the County Obligations and state and federal law, including requiring that (i) the Kyle Animal Shelter will provide the County with animal sheltering services in accordance with the terms of this Agreement, as amended, at least through the maturity date of the County Obligations, (ii) any early termination of such agreement due to an Event of Default by Kyle that is not cured as set out herein Kyle will provide the County with funds sufficient to pay, defease or redeem the County Obligation, as set out in Section 4.02 hereof, (iii) the proceeds of the County Obligations may only be expended on the capital costs of the Kyle Animal Sheter as approved by the County, (iv) Kyle as the manager of the Kyle Animal Shelter will comply with all federal tax law covenants required to maintain the tax-exempt status of the County Obligations; and (v) County will receive formal reports on the Kyle Animal Shelter operations, financial status and the public benefits provided to the County. In the event of a third-party contract, Kyle will utilize a qualified and experienced animal shelter management entity. Such third-party contract and any other third-party contract that provides for a service provider to manage, operate or provide services with respect to any portion of the Kyle Animal Shelter entered into by Kyle must comply with the guidelines set forth in Revenue Procedure 2017-13 unless an opinion of counsel is received that the contract will not adversely impact the tax-exempt status of County Obligations that financed the County's proportionate share of the cost of the Project. Moreover, the Kyle will neither sell nor other dispose of any portion of the Kyle Animal Shelter financed with proceeds of County Obligations nor enter into any other arrangement that may give rise to private business use of the Kyle Animal Shelter under section 141 of the Internal Revenue Code without the County's prior written consent.

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2.02 Construction Plans. Kyle will provide the plans and specifications related to the Project. Plans will be submitted to Buda and the County for review, comment, and approval prior to finalizing the construction plans with the contractor performing such work. Prior to finalizing the construction plans with the contractor, Kyle shall ensure that the Project has sufficient capacity to serve the needs of Buda and the County Area, based upon written agreement of each party. Once the Parties have agreed upon the final design and construction plans, as specified above, any and all change orders (or equivalent) in excess of $50,000 require written authorization from the County's County Administrator or the County's Facilities and Resource Management Director. However, Kyle shall provide the County with copies of any and all change orders (or equivalent), regardless of amount, within thirty (30) days of such change order being approved. With reasonable advance notice, the County's County Administrator, Health Department Director, Facilities and Resource Management Director, and/or any individuals expressly authorized by the listed individuals shall have the ongoing right to access and enter the Project site during the design and construction phases for the purpose of inspecting the Project and verifying compliance with applicable plans, specifications, and contractual obligations. Kyle shall ensure that the County is named as an insured on any and all insurance policies and contractor performance bonds related to the Project.

2.03 Maintenance and Operation. Kyle will be responsible for ongoing maintenance and operation of the Project. The Parties will each be responsible for their proportionate share of the costs to operate and maintain the Project. Each year, Kyle will determine the maintenance and operation costs for the Project as part of its annual budget process. Kyle will provide the full cost for Buda and the County by July 1 of each year. The initial proportionate share of the maintenance and operation cost shall be provided as follows: (1) the County shall be responsible for 64.5% of the cost, (2) Buda shall be responsible for 2.4% of the cost, and (3) Kyle shall be responsible for the remaining 33.1% of the cost. Kyle will evaluate the proportional share of each Party annually based on the number of animals attributed to each Party that are brought to the animal shelter in the most recent year for which data is available.

2.04 Animal Shelter. For the Term of this Agreement, Kyle will be responsible for managing the operation of the Kyle Animal Shelter. In managing the Kyle Animal Shelter, Kyle will ensure compliance with all applicable laws. Kyle will provide necessary staffing, including veterinary staff, to ensure the health and safety of all animals brought to the Kyle Animal Shelter. Kyle agrees the operations will include in the following animal services:

(a) Sheltering Services. Kyle agrees to provide animal intake, sheltering, and adoption services for Hays County.

(b) Disease Prevention. Kyle agrees to provide intake vaccines (DHLPP for dogs and FVRCP for cats) upon intake, over-the-counter wellness products (such as topical flea and tick treatment and dewormers, and other preventative interventions necessary to reduce the spread of disease.

(c) Animal Holds. Kyle agrees to intake and hold animals awaiting judicial process.

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(d) Quarantined Animals. Kyle agrees to quarantine dogs, cats, or domestic ferrets whose owners' do not meet the home confinement criteria required by Texas Administrative Code Section 169.27(a).

2.05 Animal Control Operations. Kyle will be responsible for the day-to-day operation and management of animal control issues and enforcement of statutes and ordinances related to the care and treatment of animals within the Kyle jurisdiction. Kyle will be responsible in day-to-day needs of Buda and the County related to animal control operations (in the County Area) but cannot provide those portions of animal control services for any incident involving criminal offenses in areas to which it does not have law enforcement authority.

2.06 Animal Care Advisory Board. Kyle will create and manage an Animal Care Advisory Board in accordance with Texas Health and Safety Code 823.005. Buda and the County will each have the right to appoint board members to represent the interests of those governmental bodies on the Animal Care Advisory Board. The Animal Care Advisory Board shall also include least one licensed veterinarian, one official who handles daily operations of the Animal Shelter, and at least one representative from an animal welfare organization. The Animal Care Advisory Board will meet as needed, but no less than three times per year. The role of the Animal Care Advisory Board is to review matters related to projects, partnerships, and policies, and to provide recommendations to City of Kyle leadership.

III.
COUNTY AND BUDA OBLIGATIONS

3.01 Animal Control Operations. Kyle shall assist Buda and the County in day-to-day operations of animal control, but will defer any law enforcement matters involving criminal offenses to Buda and the County.

3.02 Capital Cost Sharing. Buda and the County are each responsible for the payment of their proportional share of the cost to design and construct the Kyle Animal Shelter. Buda and the County will budget and reserve funding for their proportional share of the capital costs related to the design and construction of the Kyle Animal Shelter. Within 30 days after confirmation that Kyle has entered into an agreement for the full architectural design of the Kyle Animal Shelter upon written approval [or written acceptance] of Buda and the County, Buda and the County shall each provide Kyle with financial records establishing available funding to cover the full amount of their proportionate share of the cost. Kyle will invoice Buda and the County for payment of the design costs periodically during the design process, based on the progress of the design firm(s). Buda and the County shall pay all invoices within 30 days. Within 30 days after confirmation that Kyle has awarded a construction contract for the construction of the Kyle Animal Shelter upon written approval [or written acceptance] of Buda and the County, Buda and the County shall each provide Kyle with financial records establishing available funding to cover the full amount of their proportionate share of the cost. Kyle will invoice Buda and the County for payment of the constructions costs periodically during the design process, based on the progress of the contractor(s). Buda and the County shall pay all invoices within 30 days. The County's agreed proportionate share of the capital cost for the Kyle Animal Shelter is 64.5%. Buda's agreed proportionate share of the capital cost for the Kyle Animal Shelter is 2.8%. The Parties agree that the fair market value of the County's use of the Kyle Animal Shelter provided by this Agreement

DRAFT

during the Term is at least reasonably equivalent to the total amount of proceeds of the County Obligations attributable to the design and construction of the Kyle Animal Shelter. Failure by any Party to make any required payment of capital cost, after notice and the opportunity to cure in accordance with Section 4.01(a) of this Agreement, shall constitute a material breach of this Agreement by such party.

3.03 Maintenance and Operation Cost Sharing. Buda and the County are each responsible for the payment of their proportional share of the maintenance and operation cost for the Kyle Animal Shelter, as calculated by the City of Kyle annually. Buda and the County will budget and reserve funding for their proportional share of the maintenance and operation cost each year. Buda and the County will each make payment to Kyle in the full amount of their proportional share of the maintenance and operation cost on or before October 31 of each year, following notification of such cost by Kyle on or before August 1 each year. If either Buda or the County fails to make payment as required by this provision, Kyle shall have no obligation to accept animals from such Party or provide services to such Party until payment is received in full. Further, Kyle shall have no obligation to repay any funds previously received for the construction, maintenance, or operation of the Animal Shelter. The initial agreed upon proportionate share of maintenance and operation cost for Buda is 2.4%. The initial agreed upon proportionate share for the County is 64.5%. Failure to make any required maintenance and operation payment shall constitute a material breach of this Agreement.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement.

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In addition to the foregoing remedies, if the County terminates this Agreement due to a default by Kyle that is not cured by Kyle in accordance with the terms hereof, Kyle shall either (a) pay the full amount of the principal and interest of the annualized County Obligation payments each year when such payments become due with the first payment commencing immediately following the date of Kyle's uncured default and continuing thereafter until the County Obligations are paid in full or (b) fully redeem or defease the County Bonds immediately following the date of Kyle's uncured default. The County agrees to provide Kyle with all documentation necessary and requested by Kyle relating to the County Obligations and their repayment terms, conditions and obligations. The County agrees, however, that Kyle shall not be obligated to pay any amount in relation to the County Obligations, if Kyle terminates this agree due to a default by the County that is not cured by the County in accordance with the terms hereof.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall continue for the greater of: (a) 30 years; or (b) the County Obligations being fully paid (the "Term") unless extended or otherwise terminated in accordance with the terms of this Agreement.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 [Intentionally Deleted.]

5.05 Payments from Current Revenues or Other Lawfully Available Funds.

(a) Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. Kyle and Buda acknowledge that the County will finance its proportionate share of the costs of the design and construction of the Project with the proceeds of the County Obligations.

(b) Except as otherwise provided herein, the Parties expressly acknowledge and agree that the funding obligations can ONLY be incurred for the portion of the Term corresponding to a time period included in the approved budget for any one Fiscal Year unless services are requested (and approved in writing by Amendment to this Agreement) outside of the scope of the Agreement.

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(c) Except as otherwise provided herein, the funding of any obligations under this Agreement for any fiscal year is specifically contingent upon the approval of such funding in the annual budget approved by the governing body of the Parties. If the governing body of either the County or Buda fails to approve such annual funding, Kyle shall have no obligation to provide services to or accept any animals from Buda or the County and shall not be required to refund any money already paid under this agreement.

5.06 Termination. Any Party may terminate its participation in this Agreement at the beginning of any fiscal year if its governing body fails to approve the required funding by providing written notice to the other Parties in accordance with this Agreement.

If Kyle terminates its participation in this Agreement, Kyle shall either (a) pay the full amount of the principal and interest of the annualized County Obligation payments each year when such payments become due with the first payment commencing immediately following the date of Kyle's termination of its participation in this Agreement and continuing thereafter until the County Obligations are paid in full or (b) fully redeem or defease the County Obligations immediately following the date of Kyle's termination of its participation in this Agreement. The County agrees to provide Kyle with all documentation necessary and requested by Kyle relating to the County Obligations and their repayment terms, conditions and obligations.

[Buda to insert provisions regarding Kyle's termination of participation in this Agreement, if any.]

Kyle may terminate the Agreement as to either Buda or the County upon 60 days' written notice if either Buda or the County fails to make any required payment under this agreement. Kyle shall have no obligation to provide services to or accept any animals from any Party that has failed to make a payment required under this Agreement and shall not be required to refund any money already paid under this Agreement.

5.07 Right to Audit. County shall, upon five (5) days' written notice to Kyle, have a right to inspect all receipts, invoices, proofs of purchase, records of expenditures, and other relevant data related to this Agreement. Unless otherwise requested by Kyle, County's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday. Kyle shall ensure that any subcontract executed by Kyle in furtherance of this Agreement includes an obligation by subcontractor to turn over, upon written request by Kyle, all receipts, invoices, proofs of purchase, records of employee activity, and records of expenditures related to this Agreement. County shall have the same right under this Section to inspect subcontractor materials as it does Kyle's materials. This Section shall survive termination of this Agreement, and shall remain in effect for five (5) years from the commencement of this Agreement.

5.08 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

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

DRAFT

5.10 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.11 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.12 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; or (ii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

KYLE:
100 W. Center St.
Kyle, Texas 78640
Attn: Bryan Langley, City Manager
Telephone: 512-262-1010
Copy to: blangley@cityofkyle.com

BUDA:
_____
_____
Attn: _____
Telephone: _____
Copy to: _____

COUNTY:
_____
_____
Attn: _____
Telephone: _____
Copy to: _____

5.13 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.14 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.15 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.16 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with Kyle.

(SIGNATURES ON FOLLOWING PAGE)

DRAFT

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
County Clerk

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2025, by County Judge Ruben Becerra of Hays County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

DRAFT

CITY OF KYLE, TEXAS

By: _____
Bryan Langley, City Manager

Date: _____

ATTEST:

By: _____
Jennifer Kirkland, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2025, by Bryan Langley, City Manager of the City of Kyle, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

DRAFT

CITY OF BUDA, TEXAS

By: _____
Lee Urbanovsky, Mayor

Date: _____

ATTEST:

By: _____
Alicia Ramirez, City Clerk

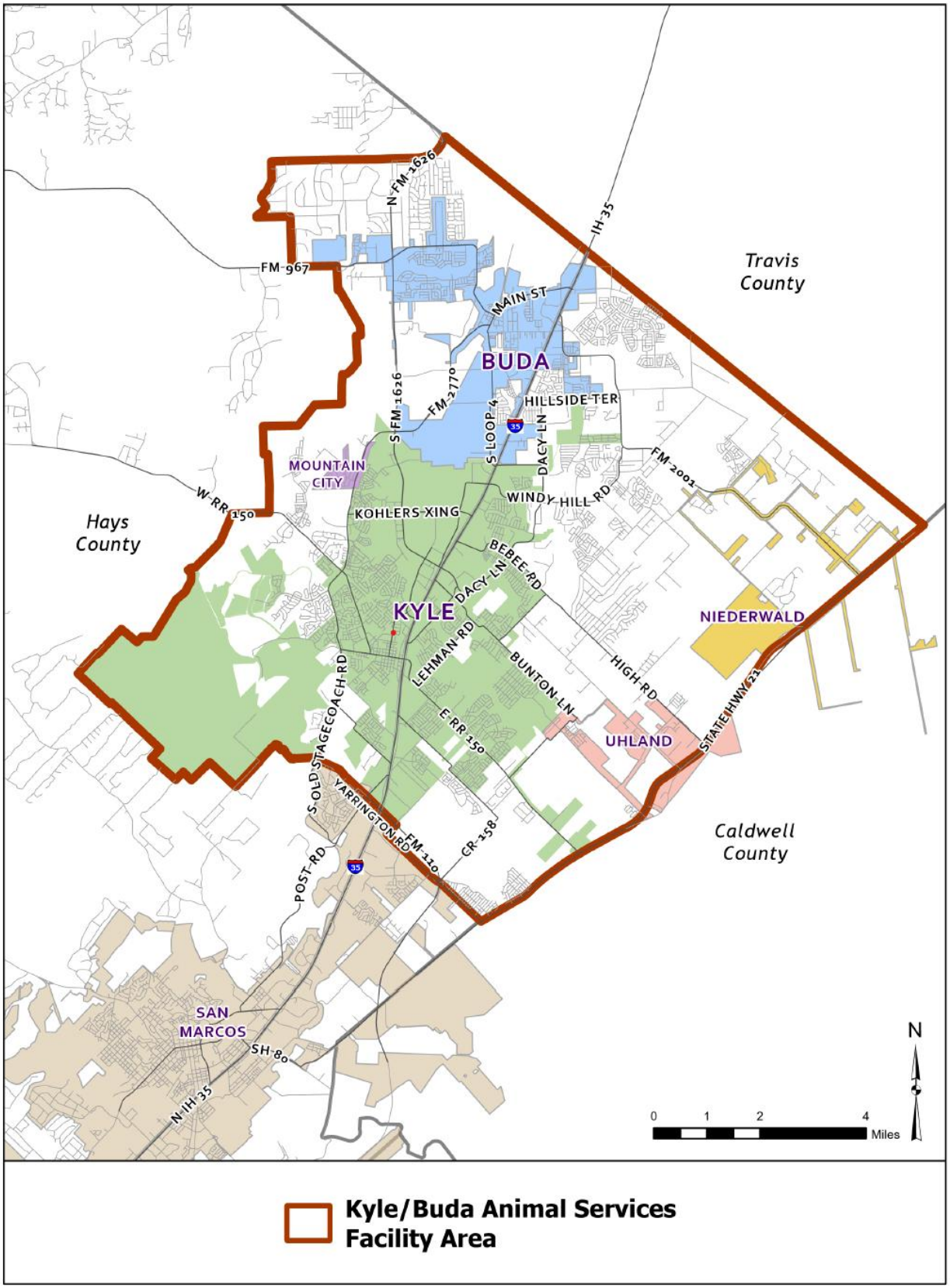
THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2025, by Lee Urbanovsky, Mayor of the City of Buda, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

DRAFT

EXHIBIT A


Travis County
Hays County
Caldwell County
BUDA
KYLE
SAN MARCOS
MOUNTAIN CITY
NIEDERWALD
UHLAND
N-FM-1626
FM-967
MAIN-ST
IH-35
S-FM-1626
FM-2770
S-LOOP-4
HILLSIDE-TER
DACY-LN
FM-2001
W-RR-150
KOHLERS-XING
WINDY-HILL-RD
BEBEE-RD
LEHMAN-RD
BUNTON-LN
HIGH-RD
STATEHWY-21
E-RR-150
S-OLD-STAGECOACH-RD
YARRINGTON-RD
FM-110
CR-158
POST-RD
SH-80
N-IH-35
N
0
1
2
4
Miles
Kyle/Buda Animal Services Facility Area

AGENDA ITEM REQUEST FORM: K. 22.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Daphne Tenorio

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to obtain an outside legal opinion concerning disbursement of funds from the recently canceled procurement process. **BECERRA/TENORIO**

Summary

AGENDA ITEM REQUEST FORM: K. 23.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to appoint a replacement to represent Hays County on the Hill Country MHDD Board of Trustees. **HAMMER**

Summary

The Commissioners Court will select an individual to replace the current representative, who is currently in an unexpired term, appointed by the Hays County Commissioners Court in 2019. The position is appointed based on two-year terms. The Commissioners Court has not discussed the reappointment of the individual since the current trustee was originally appointed to a vacant unexpired term through August 31, 2020. The appointment will be through August 31, 2026.

AGENDA ITEM REQUEST FORM: K. 24.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Elaine H. Cardenas

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of a contract between Hays County and GovOS for the County Clerk's Office and amend the budget accordingly. **BECERRA/CARDENAS**

Summary:

GovOS will replace Tyler Eagle, the current land and vital records management system. This transition will provide a more user-friendly experience for customers while enhancing quality assurance and support for staff. The integration will also enable more services to work seamlessly together, improving efficiency and collaboration with other services the office offers.

Fiscal Impact:

Amount Requested: $180,012.56
Line Item Number: 105-610-00.5429

Budget Office:

Source of Funds: Court Records Preservation Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
$180,013 - Increase Software Maintenance 105-610-00.5429
($180,013) - Decrease Contract Services 105-610-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: The current contract that is being quoted expires in April 2028, could not sign a 5-year agreement under the Omnia contract. DLT (GovQS) is under the GSA contract, requesting pricing proposal under their GSA Contract.

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

GovOS Proposal
Terms of Use

December 5, 2025

HAYS COUNTY

Public Records Solution

PRESENTED BY DLT SOLUTIONS

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages marked with the following legend: Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation.

DLT Solutions / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / www.dlt.com
TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code 0S0H9 / GSA IT Schedule 70 GS-35F-267DA

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December 5, 2025

Hays County
712 S Stagecoach Trl County Government Center
San Marcos, TX 78666

Attention: Elaine Cardenas

Dear Elaine,

DLT Solutions (now part of TD SYNNEX Public Sector) and GovOS have teamed ("Team DLT") to offer this proposal for professional services on a firm fixed price basis to Hays County ("Customer"). DLT Solutions is the Prime Contractor for this engagement. DLT intends to subcontract the proposed services to GovOS.

If you have technical questions, please contact Samuel Mazurek at (703) 773-8965 or samuel.mazurek@dlt.com. For contractual questions, please contact 703-709-7172 or Legal@dlt.com and inbound-bids@dlt.com.

Please note that DLT will bill for all travel as actuals and in accordance with the Federal Travel Regulation unless otherwise mandated by the customer Purchase Order. FJTR Policy and Per Diem Rates can be found at http://www.gsa.gov/portal/category/100212.

This offer is valid until 12/31/2025.

We look forward to your analysis of our proposal and to speaking with you further regarding your needs.

Sincerely,

Samuel Mazurek
Senior Account Manager I
TD SYNNEX Public Sector

1. Benefits of GovOS Public Records Solutions

Proven & Successful Methodology

- Successful implementation of projects for 200+ cities/counties in the U.S.
- Designated support and success teams throughout our partnership.
- System configuration to meet your needs.

Comprehensive Solution

- End-to-end solution to efficiently process documents in office.
- Public access with easy-to-use interface for constituents and business users.
- Built-in security features and audits to ensure integrity of data and images.

Full-Service Platform

Functionality

- Streamline office efficiencies with well- designed workflows.
- Cashier, assign recording information, index, capture and verify all documents or filings coming into office.
- Utilize built-in triggers and prompts to reduce errors and ensure required information is captured.
- Easily accept eRecordings from core vendors or through built-in eSubmission option.
- Utilize built-in automated and manual redaction tools to protect PII.
- Ensure quality of images with built-in image enhancement tools.

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- Full Optical Character Recognition (OCR) of all documents to offer full
- text-based searches over and above the standard keyed

.

Financials

- Reconciliation tools allow counties to easily balance day-end and month-end financials.
- Robust reporting tools to manage office financials and productivity.
- Options to accept all payment types and option to utilize GovOS Pay.

Additional Features

- Robust Property Alert as part of Cloud Search.
- Ability to offer eCertified copies of documents.
- Export tools and automated exports of data/images.
- PDF/A Services and Storage Options

Native Cloud Platform

- Industry-leading security and protection, SOC2
- "Always-on" system availability
- Scalability to support unlimited growth

Best-In-Class Solution

- Built from the ground up to solely focus on property, vitals, and marriage licenses
- Feature-rich, highly configurable solution meeting needs of small or large counties
- Focus on ease of use for both internal staff, constituents, and business users

Cloud Architecture

- Geographically separated cloud data centers
- Frequent sprint driven development cycles, on an eight- week basis
- Rapid deployment of new features or newly released state mandates with reduced turnaround time

Self-Service Design

- 24/7/365 support for constituents using the public-facing search
- Traditional field-based search tool and Google like search design
- Online forms and request options for users

Office Automation

- Easily navigate solution to complete tasks
- Workflows configured to meet your unique needs
- Permission levels allow offices to manage access and rights

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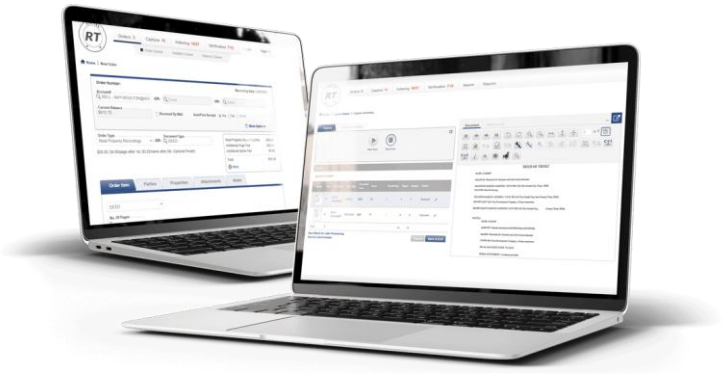
2. Land Recording

Land Records Management That Is Secure and Streamlined With Self-Service Access

A land records management system optimized to unlock the full potential of your team and process. Elevate your operations, secure your data integrity, and establish your team as a leader of excellence in public service.

Maximized Efficiency

Modern cloud technology automates and streamlines the entire land records lifecycle, from submission to archiving so customers experience a dramatic reduction in document processing time



Enhanced Security

With robust, state-of-the-art security protocols, users gain peace of mind as our system safeguards sensitive information, significantly reducing the risk of fraud and unauthorized access.

Empowered Users

By automating routine tasks, presenting self-service options, and offering an unparalleled user interface, staff can redirect their focus to critical objectives, elevating the level of service and engagement they provide to the public.

Features

GovOS Land Recording offers streamlined land records management to enhance operational workflows by delivering secure, immediate access to records for staff and constituents.

- **Streamlined Submission Process**: Documents can be submitted electronically with ease, ushering in a new standard of convenience and efficiency.
- **Automated Indexing**: Our cutting-edge automation speeds up the indexing time, slashing costs, and expediting the recording process.
- **Customized Reporting**: Generate financial, administrative, or performance reports tailored to your needs, providing both summaries and detailed insights.

Efficiency, Innovation, and Easy Land Records Management

Discover the advantages of GovOS' records-centric approach to land records, where secure management meets transactional efficiency. Our intuitive platform frees staff from routine tasks by delivering a self-reliant, accessible, and continuously advancing records environment for governments and their customers.

Secure Cloud Records

Unmatched security in the cloud ensures fraud-free record- keeping and access.

User-Friendly Design

Our easy-to-use interface empowers staff to focus on the vital aspects of service delivery.

End-to-End Transaction Workflows

From filing to payment reconciliation, experience streamlined workflows that manage the entire recording lifecycle.

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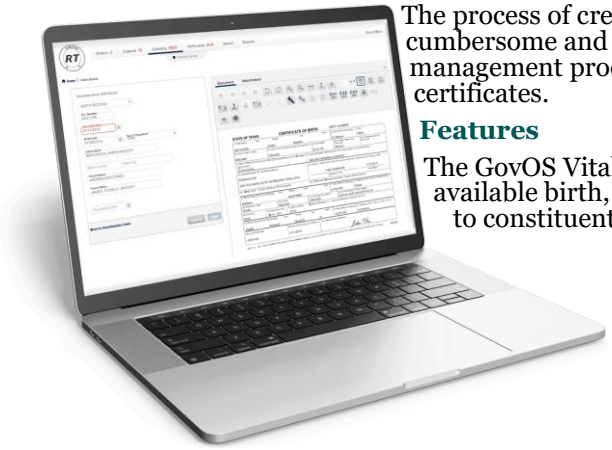
3. Vitals Recording

A Secure, Digital System for Governments to Manage Vital Records



The process of creating, reproducing, and managing vital records can be cumbersome and complicated. GovOS Vitals Recording streamlines the management process of vital records, including birth, death, marriage, and divorce certificates.

Features

The GovOS Vitals Recording application is the easiest way to digitize all publicly available birth, death, marriage, and other vital records to make them available to constituents and staff.

Efficiency

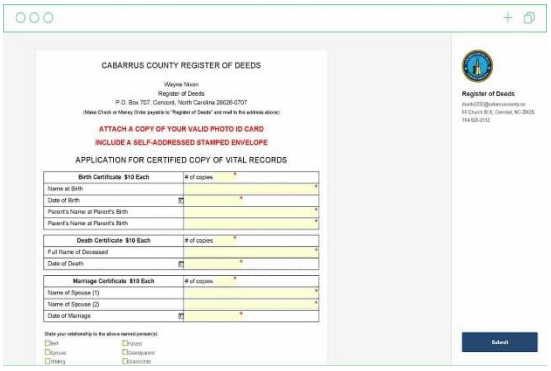
Record vital records in a fraction of the time.

Security

Both digital (data) and physical (security paper) utilized for peace of mind.

Integration with State Offices

Interdepartmental and inter- agency data transfer made easy.



Flexible. Configurable. Secure.

Everything necessary to meet the recording needs of local governments.

Digital Certification

GovOS Vitals Recording includes secure tracking for any record requested and certified copies of licenses.

Eliminate Scanning

Using OCR tools and the latest state system interfaces, the system eliminates the need to print and scan vital documents.

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Universal Data Sharing

All of your vital records can be synchronized with and cross- referenced against state databases.

Any Record, Anywhere

All data is stored in a centralized manner so that it is accessible at any time on any device.

4. eSubmission

A Simple and Low-Cost Online Recording Option

You can now provide a simpler, cost-effective option for land and property record submitters, while gaining all the efficiencies of online submissions. GovOS eSubmission is a cloud-based application that allows organizations outside of the land records office to directly submit electronic recordings to the county. Using an online portal, filers compile groups of documents, upload images, and submit them for recording. After submission, filers can track the submission's progress and retrieve the processed documents once recorded by the county.

Even better, GovOS eSubmission integrates seamlessly with GovOS Cloud Records and GovOS CountyFusion through our standard eRecording interface.

- **Compliant With Industry Standards**: The online portal was designed using Property Records Industry Association (PRIA) standards.
- **Seamless Setup for Your Title Companies:** The county controls what document types the submitters can use. The submitter must choose the document type from a dropdown list, eliminating unnecessary rejections.
- **Aligned With Your Land Records System:** GovOS eSubmission is an extension of your records management system so all recording requirements and fees automatically stay in sync.

Features and Benefits to Your County

Web-Based

No on-premise hardware needed. Enjoy the benefit of our easy-to-use online portal.

Ease of Implementation

Onboarding only takes 6 weeks from project kick-off. GovOS handles the heavy lifting.

Best-in-Class Support

GovOS provides live chat for your submitters should they need technical assistance while using eSubmission.

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Convenient and Affordable

Provide an easy and cost-effective alternative for your filers without having to sign up with another vendor.

Improved Customer Service

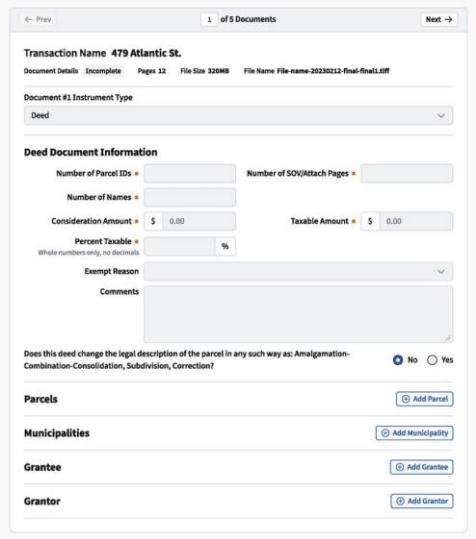
Foster a direct relationship with your filers – allowing your team to serve your customers directly without delays.

Efficient Accounting

Simplify end-of-day reconciliation and close out with GovOS reporting and tools.

Digital Innovation

Increase adoption of electronic recordings while reducing paper submissions – saving your team time and labor.



5. Remote Marriage

Deliver a Seamless Experience to Couples With Online Marriage Licensing Services

This first-of-its-kind platform can be used by local governments to provide constituents with a marriage licensing process that is fully remote, from application to certificate issuance.

Enable Couples to Complete the Entire Process Online

The GovOS Remote Marriage License Issuance System will give your citizens the ability to submit marriage license applications from anywhere at any time. This includes giving a clerk the ability to take an oath from applicants over a video call to eliminate the need for in-person interaction. This application digitizes and automates the entire marriage application workflow for both the applicants and the clerk.

Online Convenience

Citizens initiate the process by submitting their application online. Here they enter personal information, choose a day and time for their online oath, attach a payment, and submit. Later in the process, couples and clerks make the application official by adding their eSignatures.

Built-In Video

When it is time for the review and oath process to take place, all parties will then log in to a built-in video platform. This online session ensures clerks can take real- time oaths, making the process legally binding.

Built-In Scheduling

Scheduling is handled within the same platform – no need to install another piece of software. GovOS connects with your team's schedule to only show appointment times that are actually available. When a constituent picks a time, it is automatically blocked on your staff's calendar.

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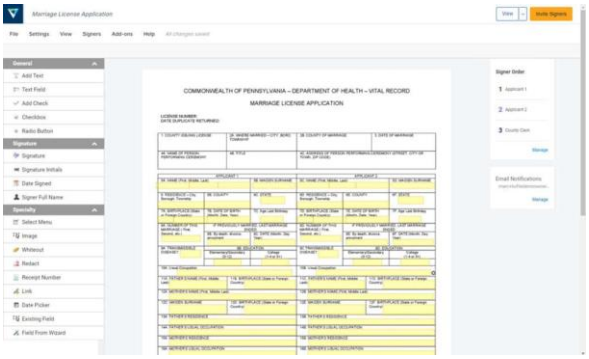
License Issuance & Recording

Once the oath process is complete, a license is issued and can be either mailed or held for pickup. When integrated with GovOS Vital Recordings, GovOS automatically files a recording of the entire affair, so clerks have a record to refer back to if need be.

Features

- Mobile-Friendly: Fully functional on any mobile device or desktop computer.
- Flexible Automation: Capable of adapting to accommodate local and state regulatory rules.
- Secure: Cloud-based, federal-grade security encrypts and protects data in motion and at rest.

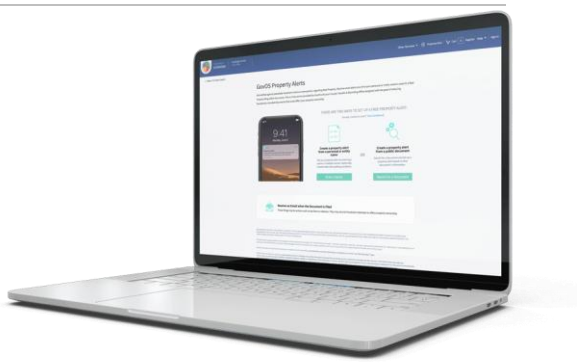


6. Property Alert

Monitoring for Peace of Mind

Key Outcomes for GovOS Land Recording Customers

This valuable and necessary convenience can help combat fraud by allowing property owners to sign up for recording alerts using either their names or by searching for their last known recorded document, and building alerts based on that document's available data, including Owner Names, Property ID/Parcel Number, and/or its Legal Description. When a document is recorded that references any of these selected alerts, the system will email the subscriber, with links to all newly recorded documents that meet their alert criteria.



Empower Your Management

Property Alert allows for self-managed accounts, where the subscriber can review or remove any or all alerts.

Stay Informed

Property owners can create custom, automated alerts that will be emailed to them when a document is recorded containing their name, the property's ID number (where used), parcel number (where used), or legal description.

Maximize Monitoring

More than one automated alert can be created under the same account.

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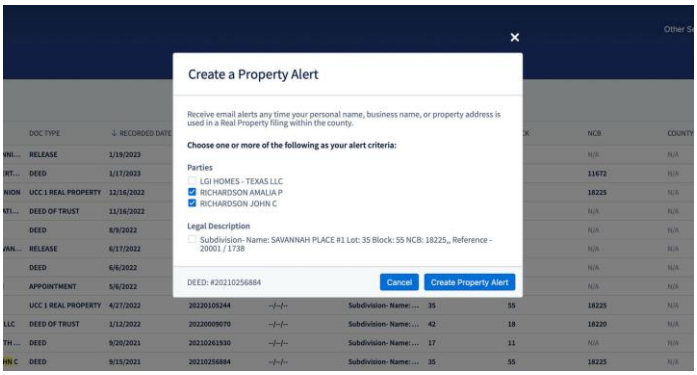
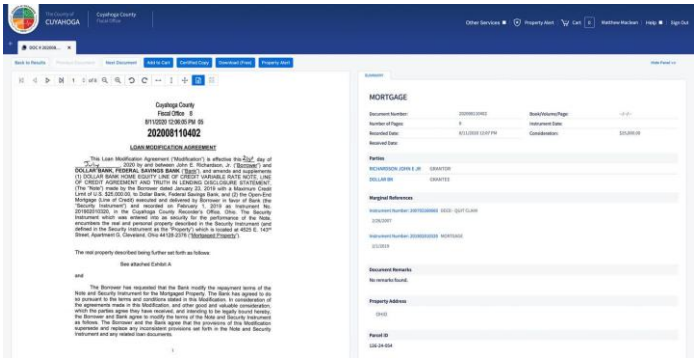
Create a Property Alert from a Personal or Entity Name

Set up a property alert by entering a name or multiple names. Optionally include alternate spelling variations.



Create a Property Alert from a Public Document

Search for a document and set up a property alert based on that document's information.



7. Meeting Minutes

A Comprehensive Database to Manage Documents

GovOS Meeting Minutes can scan hundreds of thousands of records and return requested text strings in seconds.

The software also makes it easy to upload comprehensive minutes documentation into the GovOS Records platform so staff can spend less time converting and uploading files.

Robust Search Options

Meeting Minutes offers access to data without the need to know the specific project name, vendor, or other typical "index" information.

Tabbed Results

Make it easy for searchers to organize results using tabbed results and results grids that are sortable and resizable.

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Secure Search

Meeting Minutes security requirements can be customized with various levels of access permissions.

More Ways to Catalogue Data

GovOS Meeting Minutes provides a number of different ways to catalog meeting minutes, including case name, case number, filed date, attorney, personal representative, and more.

Agencies can also create name lists for common names and attorneys, making it easier to locate records.

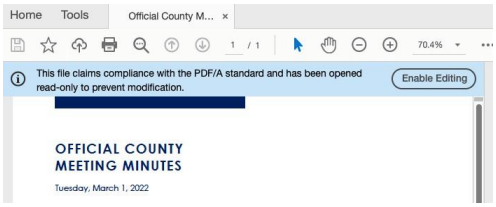
Powerful Search Capabilities

The Meeting Minutes solution uses GovOS records search technology, which provides full OCR search capabilities so searchers who only have text fragments can still find and review relevant records. The system can comb hundreds of millions of records and return results in seconds, with no artificial search limits.

Security

GovOS Meeting Minutes collects and stores data in compliance with the highest level of SSL protocols, which are resistant to hacks and ransomware.

Key Outcomes for GovOs Meeting Minutes Customers



8. Certified Records Request

Streamline Your Records Requests

Bring your entire records request process online with powerful search capabilities, digital payments, and automated workflows.

Marriage license certificates, birth certificates, death certificates—any county clerk or recorder tasked with providing certified copies of these records knows how time-consuming it can be to locate the requested record and issue a certified copy.

With GovOS Certified Records Request, counties can simplify their certified copies process by giving record requesters the ability to search both text and images quickly and easily from their office or home; and giving county staff the ability to collect payments and

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issue copies entirely online.

Create a 24/7 Online Office

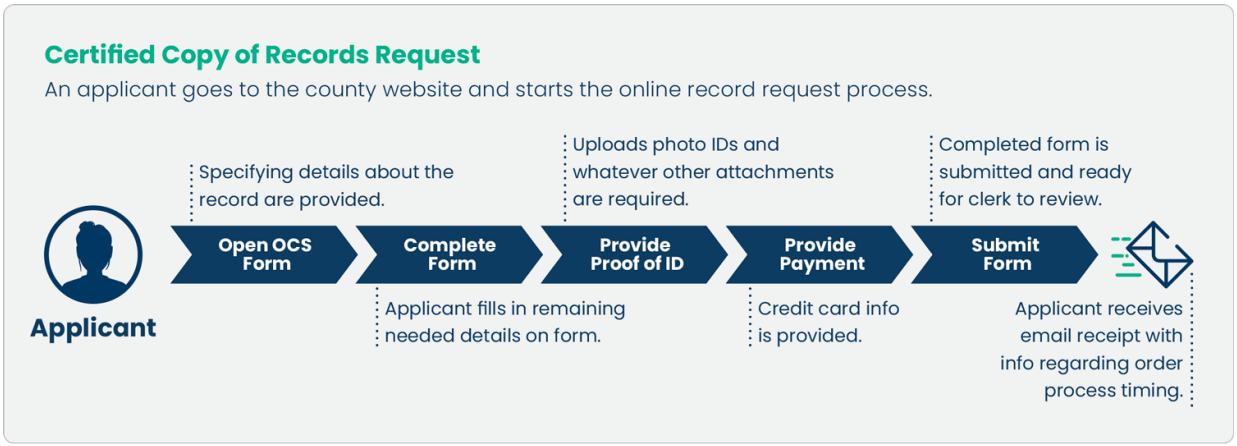
With GovOS Certified Records Request, applicants never need to step foot in a government office or even call. Searching and requesting records can all be done online.

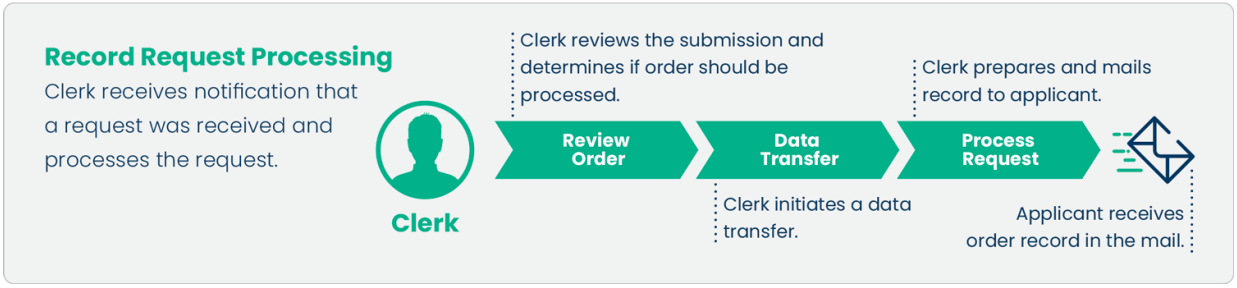
Powerful Search Functionality

GovOS Certified Records Request is powered by the most powerful search engine for government records. Records requesters can access hundreds of thousands of records instantly, searching both text and image.

Configurable Workflows

The GovOS team can help you build configurable workflows so that once a request is received, it is automatically routed to the correct person to initiate the reviews and approvals





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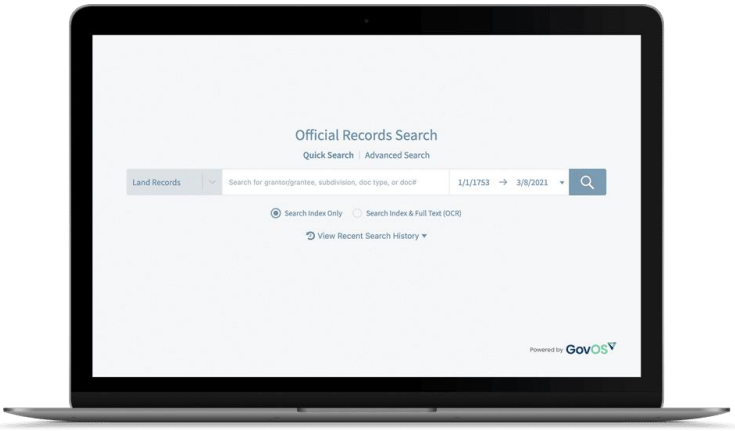
9. Public Record Access

The Most Powerful Government Records Search Engine Available

GovOS Public Record Access provides a Google- like interface that simplifies searching for users not familiar with land records, and an advanced search option for users who need access to detailed search option functionality.



Features

GovOS Public Record Access gives staff and constituents a direct path to the public information they need.

Full OCR

Search Searchers who only have a text fragment can still find and review relevant records.

Tabbed Results

Make it easy for searchers to organize results using tabbed results, and results grids that are sortable and resizable.

Blazing Speed

Public Record Access can comb hundreds of millions of records and return results in seconds, with no artificial search limits.

Key Outcomes for GovOS Public Record Access Customers

GovOS Public Record Access makes it easy for searchers to organize results using tabbed results, results grids that are sortable and resizable, and highlighted line items so searchers can quickly see which records they have already opened.

Security

Data collected by GovOS Public Record Access is cloud-based and protected by SSL protocols resistant to hacks and ransomware.

Additional Departments

The search engine can be made available to every department in a municipality, so users can search for records on foreclosures, marriage licenses, business licenses, and so much more!

Certified Copies Online

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Public Record Access provides not only record indicators but also access to certified copies of official records. If payments are allowed and configured, these records are obfuscated until after purchase and then made available for download.

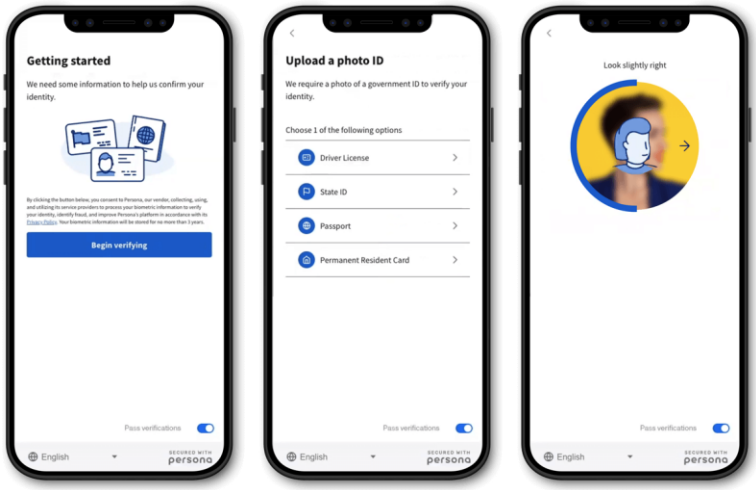
10.ID Verify

Secure, Efficient, and Fraud-Resistant Identity Verification

GovOS ID Verify is a powerful digital identity verification solution that enables governments to expand digital services while enhancing security and ensuring compliance across an evolving legal and regulatory landscape.

How GovOS ID Verify Works

When an ID is verified, the system automatically records verification data and attaches it to the submitted form. This ensures transparency, auditability, and a secure transaction experience for government agencies and constituents.



Enhance Digital Security & Self-Service Capabilities

Remote & Secure Verification

Constituents can verify their identity from anywhere, eliminating in-person visits while AI-powered checks enhance security and prevent fraud.

Self-Service Solutions

Enable your office to offer access to services from anywhere at any time with enhanced fraud protection.

Customizable Security Controls

Agencies can tailor ID verification settings to meet specific security and compliance requirements, ensuring flexibility and protection.

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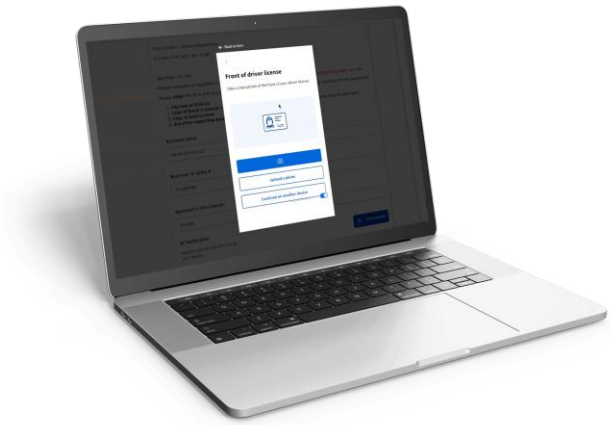

A Seamless Verification Experience for Constituents
GovOS ID Verify offers a frictionless verification process:

✓ Users can verify their ID via computer or mobile device by uploading a photo of their government-issued ID or using a live camera.

✓ The system reads the ID's machine-readable code and cross-checks it with the front of the document and authorized databases.

✓ Facial recognition and liveness detection ensure the applicant is a real person.

✓ Upon successful verification, extracted ID details auto- populate form fields, eliminating manual data entry.

11.System Support & Maintenance

Customer Support

Everyone who interacts with the GovOS solution has access to our best-in-class support services should they encounter an issue or need assistance with the system. We seek to consistently deliver exceptional support experiences, while removing barriers to our customer's success.

Continuous Support

As part of your subscription, you gain access to our application support resources. Below is a description of three separate support resources available to you.

- **Customer Success Manager (CSM):** Your Customer Success Manager is assigned to help ensure you are achieving software optimization, are connected to product enhancements, and are aware of our newest offerings. Their goal is to help you meet your objectives utilizing our software.
- **Account Manager (AM):** Your Account Manager helps support customers' overall goals and ongoing investment in GovOS. They work closely with the CSM team and provide customers periodic high-level reviews to evaluate ongoing ROI, utilization, and future needs. The AM's key focus is to educate, listen, provide guidance, and address challenges.
- **Client Technical Support (CTS) Team:** Unlike other organizations, GovOS does not put your users through a round-robin call center. Your Client Technical Support team is your primary support to assist you with system and technical concerns. You will always have direct access to call or email the CTS team for the life of your subscription.
- **Support Team:** Our Support Team provides system and website support to users within your jurisdiction. Our Support Team is a separate team within our support division that specializes in understanding system functionality and can be a resource for users as needed regarding website or system functionality. Users can call/email this team during business hours for the life of your subscription.

GovOS' multi-prong support approach is unique to the industry and is a key reason customers stay with GovOS. Our proven support practices have allowed us to maintain our high customer

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satisfaction and retention levels across all GovOS product lines.

What's Included:

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting.

GovOS Provided Maintenance Services

Industry Leader in Security Standards

Our engineering team maintains our servers 24/7/365 so there is no impact on your IT team. Your staff and property users can trust our 99.99% level of up-time and industry standard for system security.

Our security and compliance features include:

- SOC 2 level security compliance
- Full-time availability of production site, 365 days a year
- Active Firewall and SSL Encryption
- Provide and manage testing and development sites
- Unlimited number of users, including both property and jurisdiction users
- Unexpected outage recovery and emergency response

GovOS utilizes the Microsoft Azure Backup service to provide local and secure offsite backup storage. GovOS retains copies of backups in perpetuity. This ensures a highly secure, reliable, scalable, and low-cost infrastructure platform in the cloud. AWS hosts our applications AND our client data.

Commitment to Innovation – Feature Releases

We are passionate about remaining innovative for our clients to improve efficiency, compliance, and revenue. New features built based on feedback from our clients, and their property owners/managers are released several times throughout the year. We help ensure our client communities are at the forefront of emerging technologies and are well-positioned to anticipate and address the current and future needs of your ecosystem.

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Your Software-as-a-Service subscription includes:

- Product releases and engineering support
- New product features releases (users are made aware of new features prior to their release)
- Software engineers who resolve functional issues with existing features

12. Project Methodology

GovOS utilizes a hybrid project methodology to help ensure a level of agility while driving towards targeted timelines. This approach provides flexibility in how the GovOS team can support or integrate with Hays County Clerk, TX specific project methodology and constraints.

The methodology is founded on the following fundamental concepts:

- **Division of work into parallel tracks.** The project is separated into various tracks to satisfy the unique project area needs. This approach shortens the overall timeline by allowing for simultaneous project execution.
- **Agility.** Certain aspects of the project benefit from an agile approach. The Functional Delivery track is intended to allow the highest value or most complicated aspects of business requirements to be defined, tested, and provided to testing in an iterative manner. The Project Team will manage the workflow for these project components using the Scrum method for new product development and a Kanban model for client-specific product configurations.
- **Subject with matter expert staffing.** We do not designate a single "expert" to perform all tasks. We allocate staff to the project who are knowledgeable in specific areas of execution. Experts in data migration, system configuration, and other related fields will perform such tasks. Hays County Clerk, TX primary point of contact of this project will be the Project Manager, who will be assigned to oversee and administer GovOS resources.
- **Structured Communications and Decision Making.** Engaging Hays County Clerk, TX stakeholders in active communication with the GovOS team is critical to the project's success. To that purpose, we will collaborate with Hays County Clerk, TX to develop a communications plan that provides timely communication, transparency about project progress, and swift decision-making.

Our goal is to support Hays County Clerk, TX, in a smooth transition to the new system.

High Level Implementation Plan

GovOS will begin the implementation by defining goals to understand what success looks like for your team. Our team will review the configuration options available and tailor workflows accordingly. GovOS will make every effort to take the heavy lifting away from your staff. The GovOS Services Team is with you every step of the way to learn your processes, train your team, and launch our solution. Our

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experienced implementation professionals will create a smooth setup and launch that works for everyone.

Estimated Timeline

We understand that each project schedule and customer is unique with specific needs when implementing a new program. We will work with you and your team to develop a timeline and process that works for all parties involved in the project. As such your timeline may vary based on the final scope determination, your project team availability, contract signing, or other unexpected delays.

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13.Pricing Summary

#	MFG Part No.	Contract [Contract Price]	QTY	Unit Price	Ext. Price
	NOTE				
	GovOs Proposal # 006VV000008RjMDYA0 = = Year 1 – 50% due at signing ($77,542) for implementation, remaining 50% due at go-live (77,542) for software maintenance. Years 2-5 invoiced annually, starting 12 months from date of base year contract signature. = = 5 year with annual payments: Year 1: $180,012.56 year 2: $176,880.93 Year 3: $180,043.59 Year 4: $164,577.43 Year 5: $167,868.99 Total: $869,383.5				

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#	MFG Part No.	Contract [Contract Price]	Qty	Unit Price	Ext. Price
	NOTE				
	This Bundle includes: Cloud - Land and Vitals Records System (Filings) Cloud - Search CCM/Minutes Upload Add-on: Interface to upload Minutes and push to Cloud Search so they are searchable Included for no cost to County Cloud Search - as Part of Records Solution: Public Records Search tool Included for no cost to County Data/Images as a Service (Bulk Access Subscription): Go-Forward service for automated daily exports of data to an SFTP site, where paying subscribers are provided annual credentials to access on demand. Included for no cost to County General Conversion and Data/Image Loads: One Time fee for the implementation of services, conversion of data and system configuration Property Alert - as Part of Records Solution Certified Copies Remote Request Tool-Vitals: Tool for public to remotely request certified copies of land records and all types of vital records Included at No Cost to County $10/submission paid by user, retained by GovOS ID Verify: AI Identification Tool Included at No Cost to County $5/ID paid by user, retained by GovOS eSubmission for Cloud Records: Ability to submitters to eRecord Directly into the County through the GovOS Portal Included for no cost to the County $2.50/document paid by user, retained by GovOS G2G included for free Judicial File import to Cloud Search: Service to import Judicial Files into Cloud Search to allow for public viewing and downloading per County process, Included for no cost to County $3/document paid by user, retained by GovOS				
1	CLOUD - RECORDS SYSTEM	MSTATE-MV-NCPA-SW2 [$158,256.00]	1	$24,926.60	$24,926.60
	Cloud - Records System = = One Time Implamentation Fee				

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#	MFG Part No.	Contract [Contract Price]	Qty	Unit Price	Ext. Price
2	CLOUD RECORDS LAND RECORDS (POP. FROM 1 TO 50,000)	MSTATE-MV-NCPA-SW2 [$4.17]	32788	$2.84	$93,117.92
	A complete, configurable solution for recording, managing, and accessing land records. Government agencies that administer land records can use this specialized management software system to automate the processes required to record and manage official do = = Year 1				
3	CLOUD RECORDS VITAL RECORDS (POP. FROM TO 50,000)	MSTATE-MV-NCPA-SW2 [$9.80]	24212	$2.57	$62,224.84
	The process of creating, reproducing, and managing vital records can be cumbersome and complicated. GovOS Vital Records Management streamlines the management process for vital records, including birth, death, marriage, and divorce certificates. (Usage fee = = Year 1				
4	CLOUD RECORDS LAND RECORDS (POP. FROM 1 TO 50,000)	MSTATE-MV-NCPA-SW2 [$4.17]	32788	$3.24	$106,233.12
	A complete, configurable solution for recording, managing, and accessing land records. Government agencies that administer land records can use this specialized management software system to automate the processes required to record and manage official do = = Year 2				
5	CLOUD RECORDS VITAL RECORDS (POP. FROM TO 50,000)	MSTATE-MV-NCPA-SW2 [$9.80]	24212	$2.92	$70,699.04
	The process of creating, reproducing, and managing vital records can be cumbersome and complicated. GovOS Vital Records Management streamlines the management process for vital records, including birth, death, marriage, and divorce certificates. (Usage fee = = Year 2				
6	CLOUD RECORDS LAND RECORDS (POP. FROM 1 TO 50,000)	MSTATE-MV-NCPA-SW2 [$4.17]	32788	$3.30	$108,200.40
	A complete, configurable solution for recording, managing, and accessing land records. Government agencies that administer land records can use this specialized management software system to automate the processes required to record and manage official do = = Year 3				
7	CLOUD RECORDS VITAL RECORDS (POP. FROM TO 50,000)	MSTATE-MV-NCPA-SW2 [$9.80]	24212	$2.97	$71,909.64
	The process of creating, reproducing, and managing vital records can be cumbersome and complicated. GovOS Vital Records Management streamlines the management process for vital records, including birth, death, marriage, and divorce certificates. (Usage fee = = Year 3				

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#	MFG Part No.	Contract [Contract Price]	Qty	Unit Price	Ext. Price
8	CLOUD RECORDS LAND RECORDS (POP. FROM 1 TO 50,000)	MSTATE-MV-NCPA-SW2 [$4.17]	32788	$3.01	$98,691.88
	A complete, configurable solution for recording, managing, and accessing land records. Government agencies that administer land records can use this specialized management software system to automate the processes required to record and manage official do = = Year 4				
9	CLOUD RECORDS VITAL RECORDS (POP. FROM TO 50,000)	MSTATE-MV-NCPA-SW2 [$9.80]	24212	$2.73	$66,098.76
	The process of creating, reproducing, and managing vital records can be cumbersome and complicated. GovOS Vital Records Management streamlines the management process for vital records, including birth, death, marriage, and divorce certificates. (Usage fee = = Year 4				
10	CLOUD RECORDS LAND RECORDS (POP. FROM 1 TO 50,000)	MSTATE-MV-NCPA-SW2 [$4.17]	32788	$3.07	$100,659.16
	A complete, configurable solution for recording, managing, and accessing land records. Government agencies that administer land records can use this specialized management software system to automate the processes required to record and manage official do = = Year 5				
11	CLOUD RECORDS VITAL RECORDS (POP. FROM TO 50,000)	MSTATE-MV-NCPA-SW2 [$9.80]	24212	$2.78	$67,309.36
	The process of creating, reproducing, and managing vital records can be cumbersome and complicated. GovOS Vital Records Management streamlines the management process for vital records, including birth, death, marriage, and divorce certificates. (Usage fee = = Year 5				

Total $870,070.72

This represents a savings of **$1,158,203.08** [**57.1%**] off the Total Contract Price **$2,028,273.80**

All terms in accordance with DLT's NCPA Contract Award in response to RFP No. 07-23 and manufacturer's terms and conditions at http://www.dlt.com/products/client-commercial-licenses that apply to the products and/or services included in this quotation.

Contract Number: 01-164 Lead Agency: Region 14 ESC Expiration date: 4/30/2026 UEI - F1N2KDGBDTU8

Tax ID: 54-1599882 CAGE Code: 0S0H9

Payment Terms: Net 30 (On Approved Credit) DLT Accepts VISA/MC/AMEX

Contract open to: All 50 states & District of Columbia; All US territories and Outlying areas (including American Somoa, Federated States of Micronesia, Guam, Midway Islands, Northern Marina Islands, Puerto Rico, U.S. Virigin Islands)

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com.

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14. Statement of Work

1. Definitions.

Capitalized terms utilized but not defined in this SOW (defined below) shall have the meaning set forth in the TOU (defined below).

- "**Customer**" means the customer identified on the first page of this SOW.
- "**Deliverables**" means the deliverables described in Sections 12 and 13.
- "**CR**" means GovOS's Cloud Records (land and vitals) services
- "**CS**" means GOvOS's Cloud Search (records review and retrieval) services
- "**Project**" means the Services described in this SOW.
- "**SaaS Solutions**" means the Services described in Section 3 below.
- "**Services**" shall be as defined in the TOU.
- "**SME**" means a subject matter expert.
- "**SOW**" means this Statement of Work.
- "**TOU**" means GovOS's standard terms of use, which are found at https://govos.com/terms-of-use/

2. Purpose and Overview of Engagement

This SOW outlines the scope of services that GovOS, Inc., a Delaware corporation ("**GovOS**") will perform for Customer in exchange for payment of the fees indicated in the applicable Proposal. This SOW is designed to help GovOS' customers successfully implement core software modules, as well as enable Customer to layer value-add software modules and functionality over time. This may be determined by the Customer's priorities, schedule, and resources available.

The Services described herein are provided on a fixed-price basis and subject to the TOU and Proposal associated herewith.

3. Your GovOS SaaS Solution(s)

Customer and GovOS are deploying the SaaS Solutions listed on the "**Pricing Summary**" page at Hays County Clerk, TX. The Project will follow recommended timelines indicated in the Section titled "**Project Schedule**" located in this SOW.

4. Engagement and Project Assumptions

A successful implementation will require close collaboration between the Customer and GovOS. The GovOS Professional Services Team is equipped to help Customer achieve Project milestones and requirements, as well as assist in configuring each of the SaaS Solutions. The GovOS Professional Services team is also equipped to consult on best practices for successful deployment and user adoption of SaaS Solutions.

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Customer's participation and commitment to the Project's goals and timeline are critical to ensure success. To meet the Project's timeline and achieve a successful engagement, GovOS expects the Customer to abide by the following Project assumptions:

- This SOW is limited to the implementation of the SaaS Solutions. Any additional solutions, services, or support requested during the Project will be considered out of scope.
- The Project may start up to 30 days after the Proposal is executed by the Customer and GovOS. All Services will be delivered remotely, unless otherwise stated.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts necessary to implement the SaaS Solutions.
- GovOS will communicate with the Customer Project Manager, who will be the appointed point of contact for Customer related to this Project. He/she will be responsible for all communications and Project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Prior to the start of the configuration build, Customer will confirm in writing the business and technical requirements of the Project.
- Communication with the Customer Project Manager will occur at a pace with the urgency reasonably necessary for this Project. If Customer is delayed in its response, Customer acknowledges that:
    - the delay may impact the Project's schedule;
    - such delay shall not act to modify the payment schedule for the Project; and
    - if GovOS believes that it is reasonably necessary to obtain prepayment for Services following the delay then it may invoice Customer for the same.
- Customer is responsible for internal change management associated with the purchase of GovOS software and hardware.
- Customer is responsible for all hardware, software, and services provided by other consultants or third-party vendors that may also be involved with the Project.
- GovOS will not be responsible for troubleshooting Customer's environment such as operating systems, hardware resources, or database schema.
- GovOS will not be responsible for troubleshooting applications, third-party integrations, or hardware not provided by GovOS.
- Material changes to this SOW may result in a Change Order. The term "Material changes" includes, but is not limited to new requirements, additional requested work, and Customer-driven timeline adjustments. Change Orders are subject to scope review and may impact the resourcing, Project timeline, and costs.

5. Project Schedule

GovOS will schedule resources for the Project upon execution of the Proposal. Unless specifically noted, the GovOS Project Manager will work with the Customer Project Manager to develop the Project schedule for all requested deliverables under this SOW. GovOS reserves the right to adjust the schedule based on availability of GovOS resources and/or Customer resources, and the timeliness of deliverables provided by Customer.

Projects typically follow an estimated timeline to allow for complete and proper execution through each

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stage. Your Project may differ, but typical standard deployments follow the below estimate:

Week 1	Week 2-3	Week 4-12	Week 13-15	Week 16	Week 17-20
Kickoff	Discovery	Configure/Validation/Data Migration	UAT/Training	Go Live	Transition to Support

6. Implementation Methodology:

GovOS implementation methodology is based on six (6) phases:

Project Kickoff

- Introduce Customer and GovOS teams.
- Review this SOW and the preliminary Project timeline.
- Introduce Customer to the SaaS Solutions through baseline training.
- Identify Project success criteria.

Discovery

- Understand Customer's processes, pains, and desired future state.
- Review and document functional requirements for configuration.
- **Finalize and agree upon a Project timeline. Configuration/Validation/Baseline Training**
- Configure baseline form(s), workflow(s), other process(s) in the software that achieves the desired business outcomes.
- Conduct working sessions with superusers to drive Project progress, user capability, and user adoption of GovOS solutions.
- Inventory, validate, and configure necessary changes to solution(s) based on Customer use cases/feedback.
- Migrate and validate data (where applicable) from legacy systems to the SaaS Solutions.

User Acceptance Testing/Final SaaS Solutions Training

- Train Customer on the SaaS Solutions.
- Perform user acceptance testing.
- Final verification ensuring all necessary data has been uploaded and is appearing properly in the SaaS Solutions.

Go Live/Launch

- Activation of production URLs and end user access to the production SaaS Solutions.
- Requirements sign-off for the SaaS Solutions.
- Project sign-off (acceptance).

Transition to Support

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- Introduction and handoff to GovOS Customer Support.
- Introduction to the GovOS Customer Success Manager.

7. Project Governance

Project governance provides the foundation and framework to manage progress by assessing and addressing questions and challenges during deployment.

GovOS follows two guiding principles for governance to maximize the deployment value with its customers:

- Regular communication and timing will be aligned to the Project plan. Weekly cadence for the duration of the Project is most typical.
- GovOS expects its customers to communicate requests, questions, or issues as soon as they arise. GovOS will do the same, as its team can only address items when known. These will be documented in a formal Project artifact and reviewed during set Project update engagements.

8. Roles and Responsibilities

Engagements require aligned, capable resources to work collaboratively during the Project. The following outlines typical Project team expectations for GovOS and Customer:

GovOS Project Team

- **Executive Sponsor** – responsible for ensuring alignment on the Project's value proposition and vision. Will serve as the primary escalation point for Customer's Executive Sponsor to make decisions, mitigate risks, and facilitate engagement of resources within GovOS when necessary if the Project's team cannot move forward.
- **Project Manager** – responsible for driving engagement agreed upon within the SOW for both deliverables and timeframe. Ensures task/resource assignments and tracks toward Project completion. Holds status meetings and other business reviews as appropriate to ensure Project success is achieved. Facilitates the transition to support.
- **Configuration Specialist** – responsible for the configuration of GovOS solutions, facilitating discovery workshops, "train the trainer" working sessions, and best practice knowledge transfer throughout the implementation process.
- **Data Specialist** – responsible for working with Customer to gather, map, and migrate necessary data into the SaaS Solutions.

Customer Project Team

- **Executive Sponsor** – responsible for ensuring Customer alignment on the Project's value proposition and vision. Sponsor will engage internal Customer resources as needed to aid in progress. Will serve as primary escalation point for Customer team to make decisions, mitigate risks, and provide sign-off for GovOS solutions.
- **Project Manager** – serves as the primary contact for Project initiation, use-case review, best practice adoption, configuration, validation, deployment, and Project completion. Coordinates meetings and schedules and controls communication between the Customer and GovOS's Project team.
- **Subject Matter Expert(s)** – internal SME in the functional area of deployment. Attends

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working sessions, trainings, and responsible for reviewing configurations. Responsible for UAT/validation testing throughout the Project.

- **IT/Data** – internal SME in the functional area of Customer's supported environments. This may include legacy systems, third-party software, hardware, network infrastructure. Responsible for ensuring that customer-owned software and equipment are addressed throughout the course of the Project.

9. Customer Supplied Artifacts

Customer agrees to supply GovOS with the following artifacts within five business days of the Kickoff call for the Project:

- Digital Customer Logo (logo should be current and updated for use). Logo requirements are as follows:
  - Jpeg file format is preferred
  - Minimum size expectation of 400x100 pixels
- Compliance notification letter samples

10. Data Requirements

Customer (or current vendor) will provide one complete extract of all digital content currently hosted in the land recording system used by <County Name> County. The purpose of the extract is to provide a complete copy of all data and images within the system to be delivered to GovOS for conversion. The data extract will be provided as non- proprietary delimited text files or a documented relational database and associated data dictionary.

Images will be provided with linking information to the index data and in a non-proprietary industry standard format, e.g., single, or multi-page .TIF or PDF format. The preferred format is multi-page .TIF.

The digital content will include and is not limited to:

- All indexing data and images

Indexing data and Images will include and is not limited to:

- All associated index data such as names, legal descriptions etc.
- Documents marked as secure due to social security numbers and other private information.
- Document reference linking (marginal or document references) information linking documents (e.g.: Lien to Release of Lien).
- Redacted Images:
  - Two sets of images, one original and one with redaction content burned to the image. If available, please include location information.
  - Or provide coordinate data that includes page, size, and position of the redacted information along with original images

Customer will also be responsible for providing an extract for this same content and format that will cover the "gap" data from the date of the initial data extract to your Go Live date.

Additional data requirements will be discussed during the on-site Kickoff/Discovery sessions. Target dates for initial data extract will be appropriately determined after all requirements are understood and a full

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project plan can be completed.

11. Change Orders

Customer acknowledges that changes introduced after the "Discovery" phase of the Project may require additional effort or time, resulting in additional cost. Requests for changes to this SOW or the Project (a "**Change Order**") must be submitted to the GovOS Project Manager and Configuration Specialist in writing.

Any of the following items will be considered "Out of Scope" and require a Change Order:

- Items listed in Section 11;
- Material changes in the scope or effort;
- Material changes in the number or type of deliverables to meet the SOW objectives;
- Changes to the Project resource requirements; and
- Changes to key dates (i.e., go-live) after acceptance of the Project plan

GovOS will estimate the time and fixed cost needed to implement the Change Order and the impact it may have on the delivery of the Project. GovOS will perform the requested Services once the Change Order has been signed by Customer.

12. Out Of Scope Items

This SOW outlines the areas, tasks, and responsibilities explicitly excluded from the scope of the Project. Any activities falling within the following excluded areas shall not be considered part of the Project and are the sole responsibility of Customer.

Items not in Scope:

- Hardware procurement, installation, or configuration of any hardware components unless explicitly specified in the agreed-upon scope of work.
- Software licensing or procurement of third-party software solutions required for the Project's implementation.
- Network design, setup, or configuration of network infrastructure such as routers, switches, and firewalls unless specified otherwise.
- Change Management, facilitation of organizational change or processes related to the implementation.
- Custom development of any custom features, functionalities, or integrations not explicitly outlined in the scope of work.
- Compliance notification letter distribution. GovOS is not responsible for sending Compliance Notification Letters, that will be done by Customer.

13. Core Functionality Deliverables

Working in close collaboration, Customer and GovOS will deploy the following core modules and functionality within the estimated timeline provided:

Product Name	Applicable	GovOS Delivered Value

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Cloud Records (CR) for Land and Vitals	**Yes**	This is enabled by the following core functionality and deliverables: • **Cashiering** - workflow which allows invoicing, receipt, recording of documents, and collection of the fees involved • **Capture** – saving an image of each document recorded in lieu of maintaining a book of recorded documents. ◦ Capture may occur at the Counter or in Batch Mode or both ◦ Capture Verification (Optional) – a secondary review of scanned documents to confirm an accurate image was saved. • **Indexing** – the process of keying meta data elements describing documents recorded by the office • **Index Verification** – a second step reviewing the data entered during the Indexing step • **Clerk Search** – search application allowing office staff to recall, view and print each document that has been recorded by the office • **Kiosk Search** (aka Public Office Location) – search stations located within the office for self-service public use ◦ Search, view, and purchase printed copies of documents recorded by the office • **Reports** – enablement of document recording activities and financial summaries as required by the office and county auditors or treasurers • **Electronic Document Recording (eRecording)** – enablement of document submission electronically to be recorded in the office's records • **Printed Receipts** – print enablement on standard laser printer or a cash register type standard receipt printer • **Cover Pages, Trailer Pages, or Bar Code Labels** – cover pages containing barcodes for scanning along with legally required recordation information ◦ Barcode labels can be affixed to the first page of a document to allow scanning (optional) • **Data Exports** (within limits based upon number of records) – extracts of data and images of recorded documents that can be made available to subscribers on an FTP site • **Plat Uploads** – enablement of uploading large-scale plat scan images and attached to the recorded indexes • **Electronic Clerk Stamp for Certified Copies** – enablement of certification stamps which can be electronically affixed to each page of a certified copy

Product Name	Applicable	GovOS Delivered Value

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Cloud Records (CR) for Land and Vitals	**Yes**	This is enabled by the following core functionality and deliverables: • **Cashiering** - workflow which allows invoicing, receipt, recording of documents, and collection of the fees involved • **Capture** – saving an image of each document recorded in lieu of maintaining a book of recorded documents. ◦ Capture may occur at the Counter or in Batch Mode or both ◦ Capture Verification (Optional) – a secondary review of scanned documents to confirm an accurate image was saved. • **Indexing** – the process of keying meta data elements describing documents recorded by the office • **Index Verification** – a second step reviewing the data entered during the Indexing step • **Clerk Search** – search application allowing office staff to recall, view and print each document that has been recorded by the office • **Kiosk Search** (aka Public Office Location) – search stations located within the office for self-service public use ◦ Search, view, and purchase printed copies of documents recorded by the office • **Reports** – enablement of document recording activities and financial summaries as required by the office and county auditors or treasurers • **Electronic Document Recording (eRecording)** – enablement of document submission electronically to be recorded in the office's records • **Printed Receipts** – print enablement on standard laser printer or a cash register type standard receipt printer • **Cover Pages, Trailer Pages, or Bar Code Labels** – cover pages containing barcodes for scanning along with legally required recordation information ◦ Barcode labels can be affixed to the first page of a document to allow scanning (optional) • **Data Exports** (within limits based upon number of records) – extracts of data and images of recorded documents that can be made available to subscribers on an FTP site • **Plat Uploads** – enablement of uploading large-scale plat scan images and attached to the recorded indexes • **Electronic Clerk Stamp for Certified Copies** – enablement of certification stamps which can be electronically affixed to each page of a certified copy

14. Value-Add Functionality Deliverables

Once core functionality is deployed, GovOS will work in close collaboration with Customer to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with Customer's priorities, schedule, and resources:

Product Name	Applicable	GovOS Delivered Value

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Cloud Search Subscriptions	**No**	**This is enabled by the following functionality and deliverables:** • Confirmation of subscription type • Configure, test and train users to use the following dashboard and reports: ◦ Active Cloud Search Subscriptions Dashboard ◦ Billing Report ◦ Refund Report
Property Alert	**Yes**	**This is enabled by the following functionality and deliverables:** • Confirmation of key alerts to be utilized • Configuration of identified alerts

Product Name	Applicable	GovOS Delivered Value
eSubmission	**Yes**	This is enabled by the following functionality and deliverables: • Enablement of county-approved vendors to interface with Cloud Records system through a designated website. ◦ Confirmation of document types ◦ Confirmation of payment types ◦ Configuration of required fields ◦ Indexing and fee requirements ◦ NACHA files (if applicable)

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15. Signature

IN WITNESS WHEREOF, the parties below have executed this SOW as of the SOW Effective Date.

DLT Solutions, LLC		[Customer]	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

GovOS	
By:	
Name:	
Title:	
Date:	

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TERMS OF USE

These Terms of Use (the "***TOU***") are agreed upon as of the effective date of the Proposal (the "***Effective Date***"). For purposes of the TOU, Customer and GovOS each will be referred to individually as a "***Party***" and together as the "***Parties***." For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

(a) ***"Access Credentials***" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

(b) "***Aggregated Statistics***" means data and information related to Customer's use of the Services that is used by GovOS in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) "***Agreement***" means the TOU, the Proposal, any documents (including URLs) incorporated herein by reference, and any written amendments signed by the Parties.

(d) "***Authorized User***" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Services has been purchased pursuant to the Agreement.

(e) "***Customer***" means the customer identified in the Proposal.

(f) "***Customer Data***" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(g) "***Documentation***" means GovOS's user manuals, handbooks, and guides relating to the Services provided by GovOS to Customer either electronically or in hard copy form, and end user documentation relating to the Services.

(h) "***GovOS***" means GovOS, Inc., a Delaware corporation, with offices located at 8310 N Capital of Texas Hwy., Building 2, Suite 250, Austin, TX 78731.

(i) "***GovOS IP***" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, GovOS IP includes Aggregated Statistics and any information, data, or other content derived from GovOS's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(j) "***Process***" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display,

disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "***Processing***" and "***Processed***" have correlative meanings.

(k) "***Proposal***" means a proposal (or similar such document) presented by GovOS and accepted by Customer that sets out the commercial terms and is executed by the Parties, or otherwise accepted as provided Section 12 hereof.

(l) "***Services***" means the software-as-a-service offering(s) and other services to be rendered by GovOS as described in a Proposal.

(m) "***Service Levels***" means the service levels identified in the Service Level and Support Services Agreement attached hereto (the "***SLA***").

(n) "***Third-Party Products***" means any third-party products described in a Proposal provided with or incorporated into the Services.

2. ACCESS AND USE.

(a) ***Provision of Access***. Subject to and conditioned on Customer's payment of Fees (defined in Section 6 below) and compliance with all other terms and conditions of the Agreement, GovOS hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(f)) right to access and use the Services during the Term (defined in Section 11), solely for use by Authorized Users in accordance with the terms and conditions of the Agreement. Such use is limited to Customer's internal use. GovOS shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Proposal, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable pursuant to the Agreement.

(b) ***Documentation License***. Subject to the terms and conditions contained in the Agreement, GovOS hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(f)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) ***Use Restrictions***. Customer shall not use the Services for any purposes beyond the scope of the access granted in the Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) ***Reservation of Rights***. GovOS reserves all rights not expressly granted to Customer in the Agreement. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to the GovOS IP.

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(e) ***Suspension***. Notwithstanding anything to the contrary in the Agreement, GovOS may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) GovOS reasonably determines that (A) there is a threat or attack on any of the GovOS IP; (B) Customer's or any Authorized User's use of the GovOS IP disrupts or poses a security risk to the GovOS IP or to any other customer or vendor of GovOS; (C) Customer, or any Authorized User, is using the GovOS IP for fraudulent or illegal activities; or (D) GovOS's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of GovOS has suspended or terminated GovOS's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 6(a)(ii) (any such suspension described in subclause (i), (ii), or (iii), a "***Service Suspension***"). GovOS shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. GovOS shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. GovOS will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) ***Aggregated Statistics***. Notwithstanding anything to the contrary in the Agreement, GovOS may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between GovOS and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by GovOS. Customer acknowledges that GovOS may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that GovOS may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. CUSTOMER RESPONSIBILITIES.

(a) ***General***. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) ***Third-Party Products***. GovOS may from time to time make Third-Party Products available to Customer. For purposes of the Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in the Proposal. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

(c) ***Customer Administration of the Services***. GovOS's responsibilities do not extend to internal management or administration of the Services. In addition to those obligations contained in Section 5(c) hereof, Customer is responsible for: (i) managing access to Authorized User accounts; and (ii) ensuring that Authorized Users' use of the Services complies with the Agreement.

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(d) ***Compliance***. Customer is responsible for use of the Services and will comply with laws and regulations applicable to Customer's use of the Services, if any.

(e) ***Unauthorized Use & Access***. Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify GovOS of any unauthorized use of or access to the Services.

4. SERVICE LEVELS & SUPPORT.

(a) ***Service Levels***. Subject to the terms and conditions of the Agreement, GovOS shall use commercially reasonable efforts to make the Services available in accordance with the Service Levels.

(b) ***Support***. The access rights granted pursuant to the Agreement entitle Customer to the support services described in the SLA during the Term.

(c) ***Third-Party Hosting***. Customer acknowledges that the Services are hosted on an enterprise-level third-party platform (e.g. Microsoft Azure, Amazon Web Services) (a "***Platform***"). Each Platform shall have terms of use regarding availability, data privacy, Processing and security terms, and upon request, GovOS shall direct Customer to such terms of use. Notwithstanding anything to the contrary contained in the Agreement, GovOS does not guarantee a Platform's availability, privacy and security terms, nor can GovOS grant any additional terms related to the use of the Platform in excess of what are offered by the Platform.

5. SECURITY.

(a) ***Information Security***. GovOS will employ commercially reasonable security measures related to the Services in accordance with GovOS's data privacy and security policy, a copy of which shall be provided to Customer upon request.

(b) ***Data Breach Procedures***. GovOS maintains a commercially reasonable data breach plan and shall implement the procedures required under such data breach plan on the occurrence of a data breach. A copy of GovOS's current data breach plan shall be provided to Customer upon request.

(c) ***Customer Control and Responsibility***. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("***Customer Systems***"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and GovOS IP directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(d) ***Access and Security***. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized

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access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

6. FEES AND PAYMENT.

(a) ***Fees***. Customer shall pay GovOS the fees ("***Fees***") as set forth in the Proposal without offset or deduction.

(b) ***Expenses***. For any on-site services requested by Licensee, Licensee shall reimburse GovOS for actual, reasonable travel and out-of-pocket pre-approved expenses incurred.

(c) ***Taxes***. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer pursuant to the Agreement, other than any taxes imposed on GovOS's income.

(d) ***Fiscal Funding Out***. In the event no funds or insufficient funds are appropriated by Customer in any fiscal period for any payments due pursuant to the Agreement, Customer will notify GovOS of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer of any kind whatsoever, except as to the portions of the payments owed pursuant to the Agreement for which funds have been appropriated.

(e) ***Auditing Rights and Required Records***. Either Party may, at its own expense, on reasonable prior notice, periodically inspect and audit the other Party's records with respect to matters covered by the Agreement, provided that if such inspection and audit reveals that Customer has underpaid GovOS with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment. Such inspection and auditing rights will extend throughout the Term and for a period of two (2) years after the termination or expiration of the Term.

7. CONFIDENTIAL INFORMATION; OPEN GOVERNMENT LAWS; DISCLOSURE OF CONFLICTS.

(a) ***Confidentiality***. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "*confidential*" (collectively, "***Confidential Information***"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a

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reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under the Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) ***Applicability of Open Government Laws***. GovOS understands that Customer is required to comply with State and/or Federal open records/government laws and/or regulations (whether one or more, referred to herein as "***Open Government Laws***"), and, unless exempted, Customer is obligated to provide duly kept public records upon request. Therefore, nothing in the Agreement shall be construed as restricting Customer's compliance with Open Government Laws; however, in the event Customer receives a request to produce GovOS-related documents pursuant to an Open Government Law, Customer shall provide GovOS with written notice of such request and permit it an opportunity to timely provide a response and/or seek an injunction preventing such disclosure.

(c) ***Disclosure of Conflicts***. GovOS hereby warrants to Customer that GovOS has made full disclosure in writing of any existing or potential conflicts of interest related to provision of the Services. In the event that any conflicts of interest arise during the Term, GovOS hereby agrees immediately to make full disclosure to Customer in writing.

8. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.

(a) ***GovOS IP***. Customer acknowledges that, as between Customer and GovOS, GovOS owns all right, title, and interest, including all intellectual property rights, in and to the GovOS IP and, with respect to Third-Party Products, the applicable third-party licensors own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) ***Customer Data***. GovOS acknowledges that, as between GovOS and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to GovOS a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for GovOS to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) ***Feedback***. If Customer or any of its employees or contractors sends or transmits any communications or materials to GovOS by mail, email, telephone, or otherwise, suggesting or recommending changes to the GovOS IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("***Feedback***"), GovOS is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to GovOS on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and GovOS is

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free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although GovOS is not required to use any Feedback.

9. LIMITED WARRANTY & WARRANTY DISCLAIMER.

(a) GovOS warrants that the Services will conform in all material respects to the Service Levels when accessed and used in accordance with the Documentation. GovOS does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in the Service Levels. The remedies associated with the Service Levels are Customer's sole remedies and GovOS's sole liability under the limited warranty set forth in this Section 9(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND GOVOS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE GOVOS IP IS PROVIDED "*AS IS*" AND GOVOS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GOVOS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), GOVOS MAKES NO WARRANTY OF ANY KIND THAT THE GOVOS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. INSURANCE; INDEMNIFICATION.

(a) ***GovOS Insurance***. GovOS shall have, and shall require all subcontractors providing services under the Agreement (if any) to have, insurance meeting the requirements set forth in the Proposal, and as reasonably sufficient to cover the needs of GovOS pursuant to applicable generally accepted business standards.

(b) ***GovOS Indemnification***.

(i) GovOS shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorney fees) ("***Losses***") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("***Third-Party Claim***") that the Services, or any use of the Services in accordance with the Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies GovOS in writing of such Third-Party Claim, cooperates with GovOS, and allows GovOS sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit GovOS, at GovOS's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If GovOS determines that neither alternative is reasonably available, GovOS may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

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(iii) This Section 10(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by GovOS or authorized by GovOS in writing; (B) modifications to the Services not made by GovOS; (C) Customer Data; or (D) Third-Party Products.

(c) THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND GOVOS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. TERM AND TERMINATION.

(a) ***Term***. The term of the Agreement is as stated in the Proposal (the "***Term***").

(b) ***Termination***. In addition to any other express termination right set forth in the Agreement:

(i) GovOS may terminate the Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due pursuant to the Agreement, and such failure continues more than ten (10) days after GovOS's delivery of Notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 7;

(ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate the Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) ***Effect of Expiration or Termination***. Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the GovOS IP and, without limiting Customer's obligations under Section 7, Customer shall delete and destroy all copies of the GovOS IP and certify in writing to the GovOS that the GovOS IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) ***Survival***. This Section 11(d) and Sections 1, 6, 7, 8, 9(b), 10, and 12 survive any termination or expiration of the Agreement. No other provisions of the Agreement survive the expiration or earlier termination of the Agreement.

12. MISCELLANEOUS.

(a) ***Entire Agreement***. The Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and

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contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of these TOU and any other documents (including URLs) incorporated herein by reference, the following order of precedence governs: (i) first, the applicable Proposal; (ii) second, these Terms of Use; and (iii) third, any other documents incorporated herein by reference.

(b) ***Notices***. All notices, requests, consents, claims, demands, waivers, and other communications associated with the Agreement (each, a "***Notice***") must be in writing and addressed to the Parties at the addresses set forth in the Proposal (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section), and for GovOS, Notice to GovOS must also be sent to legal@govos.com. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in the Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) ***Force Majeure***. In no event shall either Party be liable to the other Party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) ***Amendment and Modification; Waiver***. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege under the Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) ***Severability***. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) ***Assignment***. Neither Party may assign any of its rights or delegate any of its obligations under the Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning

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or delegating Party of any of its obligations under the Agreement. The Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) ***Equitable Relief***. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(h) ***Counterparts; Alternative Acceptance***. The Proposal may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Additionally, upon request from Customer, the Proposal may be accepted through the use of a Customer-issued purchase order or other similar such purchasing document, including a purchasing document issued by a purchasing agent utilized by Customer (an "***Alternative Acceptance***"). The foregoing notwithstanding, the Parties acknowledge and agree that any terms and conditions of any purchase order, sales acknowledgement or other document submitted to GovOS by Customer or its purchasing agent which conflict with the terms and conditions of the Agreement shall be of no force or effect, and the terms and conditions of the Agreement control and supersede such conflicting documents and any course of conduct or usage of the trade inconsistent with any of the terms and conditions hereof.

(i) ***Electronic Signatures***. The Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "*electronic signature*" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

(j) ***Compliance with Laws, Ordinances, Rules and Regulations***. GovOS agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If Customer notifies GovOS of any violation of such laws, ordinances, rules or regulations, GovOS shall immediately desist from such activities and correct the violation.

(k) ***Non-Discrimination Covenant***. GovOS, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration for the Agreement, agrees that in the performance of GovOS's duties and obligations under the Agreement, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by GovOS, its personal representatives, assigns, subcontractors or successors in interest, GovOS agrees to assume such liability and to indemnify and defend Customer and hold Customer harmless from such claim.

(l) ***Non-Disparagement***. Each Party agrees that during the Term and afterwards they will not, either on their own account or directly or indirectly in conjunction with or on behalf of any other individual or organization, disparage or otherwise speak or write negatively about the other Party or cause any other individual or organization to disparage or speak or write negatively about the other Party.

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(m) ***Governmental Powers***. It is understood and agreed that by execution of the Agreement, Customer does not waive or surrender any of its governmental powers.

(n) ***Interlocal Purchasing Consent; Cooperative Purchasing***. With the prior approval of GovOS, which may be withheld for any or no reason within GovOS's sole discretion, the Agreement may be extended to any public entity in Customer's home-state to purchase at a Proposal's prices and specifications in accordance with the terms stated in the Agreement. Additionally, to the extent permitted by law, the terms of the Agreement may be extended for use by other local government entities upon execution of a separate agreement, proposal, or other duly signed writing by and between GovOS and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

[*End of Terms of Use*]

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SERVICE LEVEL AND SUPPORT SERVICES AGREEMENT

Capitalized terms utilized but not defined herein shall have the meaning set forth in GovOS's Terms of Use.

1. CLOUD AVAILABILITY, SUPPORT, MAINTENANCE AND SERVICE LEVEL TARGETS.

(a) ***Cloud Availability Level***. GovOS will use commercially reasonable efforts to provide 99.5% Services availability measured per calendar quarter (the "***Reporting Period***"). Services availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the applicable Services do not respond to data requests ("***unavailability***"), unless such unavailability results from an Exclusion.

The term "***Exclusion***" means Planned Maintenance (defined below), interruptions or delays in providing the Services resulting from telecommunications or Internet service provider failures or any third-party's acts, errors or omissions or any systems not provided by GovOS, including Platform, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GovOS's possession or reasonable control, and denial of service attacks against internet infrastructure providers ("***DDOS***").

The term "***Planned Maintenance***" means those times GovOS will require that business critical components of the Services be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. GovOS will make all reasonable efforts to not perform any Planned Maintenance during Business Hours (defined below). GovOS will provide Customers with reasonable advance notice of any Planned Maintenance.

(b) ***Customer Support***. As part of the Agreement, GovOS will provide standard support to Customers. Support resources are available via e-mail or phone from 8 AM to 5 PM Mountain Time, Monday through Friday ("***Business Hours***"), excluding holidays. Support includes questions surrounding how to use a feature within a Service. It also includes troubleshooting any issues an Authorized User runs into through bugs or product deficiencies. Support does not include consulting services such as achieving a Customer's end-to-end goals, modifying the overall workflow associated with a Customer's use of a Service, or high-level accomplishment needs (the foregoing are referred to herein as "***Professional Services***"). GovOS will prepared a Proposal for Professional Services and present the same to the Customer for acceptance prior to performing Professional Services.

(c) ***Maintenance***. Services provided to Customers are cloud-hosted solutions where maintenance and improvements are being rolled out to platforms as they are developed. While some of these improvements enhance a Customer's user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. Licenses to Services include access to these improvements as well as continued maintenance to the Services.

(d) ***Service Response Level***. GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:

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Severity Level:	***Description:***	***Response Target*:***
Priority 0(P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes
Priority 1(P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 Business Hours
Priority 2(P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 8 Business Hours
Priority 3(P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 Business Hours

**The calculation of Response Target time periods commences once GovOS acknowledges receipt of a Support request during Business Hours.*

2. SUPPORT CONTACT INFORMATION.

Solution Name:	***Support Email:***	***Support Phone #:***	***Help Center URL:***
GovOS Studio	studiosupport@govos.com	855-777-3265	https://help.seamlessdocs.com/en/
Short-Term Rental	blt.str.support@govos.com	888-751-1911	Collateral Provided by Support
Bulk Data Access	gssupport@govos.com	833-456-3453	https://community.govos.com/s/
Records and Cloud Applications	gssupport@govos.com	833-456-3453	https://community.govos.com/s/
Tax Solutions	blt.str.support@govos.com	888-751-1911	Collateral Provided by Support
Business Licensing	blt.str.support@govos.com	888-751-1911	Collateral Provided by Support

3. DATA BACKUP. The Services do not replace the need for a Customer to maintain regular data backups or redundant data archives. GOVOS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

[*End of Document*]

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AGENDA ITEM REQUEST FORM: L. 1.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Judge Becerra

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Shirley Temple, Project San Antonio, Project Cat Tree and Project Grease Lightning. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Tammy Crumley, Facilities & Resource Mgt

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 111 E. San Antonio Street, San Marcos, Texas. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM: L. 3.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Roger Hanks Parkway in Precinct 4. Possible discussion and/or action may follow in open court. **SMITH**

Summary

AGENDA ITEM REQUEST FORM: L. 4.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near CR133 (Hillside Terrace), in Precinct 2 (Parcel 7-7E) related to the Hillside Terrace Road improvement project, including a possible Possession and Use Agreement. Discussion and/or possible action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 5.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near Windy Hill Road, in Precinct 2 (Parcel 32A) related to the Windy Hill Road improvement project. Discussion and/or possible action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 6.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near Windy HIll Road, in Precinct 2 (Parcel 20) related to the Windy Hill Road improvement project. Discussion and/or possible action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: L. 7.

Hays County Commissioners Court

Date: 12/16/2025

Requested By:

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near Bebee Road (Parcel 29, 29TE) in Precinct 1 & Precinct 2 related to the City of Kyle's Bebee East roadway improvement project. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

Summary

AGENDA ITEM REQUEST FORM: L. 8.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Vickie Dorsett, Budget Officer

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM: L. 9.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Granjeno

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County IT Director. Possible discussion and/or action may follow in open court. **BECERRA/GRANJENO**

Summary

AGENDA ITEM REQUEST FORM: L. 10.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Granjeno

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the duties and employment of the Hays County Development Services Director. Possible discussion and/or action may follow in open court. **BECERRA/GRANJENO**

Summary

AGENDA ITEM REQUEST FORM: L. 11.

Hays County Commissioners Court

Date: 12/16/2025

Requested By: Kandice Boutte, County Administrator

Sponsor: Commissioner Smith

Co-Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment, duties, and organizational structure involving the Strategic Initiatives Manager and Grant Coordinator within the County Administrator's Office; and the Legal Support Services Specialist within the Civil Division of the Hays County Criminal District Attorney's Office. Possible discussion and/or action may follow in open court. **SMITH/COHEN**

Summary