Commissioners Court – JULY 28, 2026
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 JULY 28, 2026**,** 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 July 2026 Service Awards. **BECERRA/GRANJENO**
2. Adopt a Proclamation recognizing July 20-24, 2026, as Pretrial, Probation, and Parole Supervision Week. **INGALSBE/FACUNDO**
3. Adopt a Proclamation recognizing the Month of August 2026 as National Immunization Awareness Month. **INGALSBE/COHEN/GONZALES**
4. Update from the Budget Officer on the FY27 Budget Process with possible action regarding a change to the Budget Calendar. **BECERRA/WOODLAND**

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. Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**
5. Approve the May 2026 Treasurers Report. **BECERRA/TENORIO**

6. Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting. **BECERRA/WOODLAND**

7. Approve Utility Permits. **INGALSBE/SMITH/A.JONES**

8. Approve the Hispanic Heritage Exhibition Walk Celebration event on the courthouse grounds sponsored by Centro Cultural Hispano de San Marcos to be held on September 12, 2026, that shall include commercial vendors. **BECERRA**

9. Authorize Commissioner Pct. 1 to purchase one (1) Dell Pro 13 Plus laptop valued at $1,612.80 and amend the budget accordingly. **INGALSBE**

10. Authorize the Commissioner Precinct 1 Office to provide support to the Constable Precinct 1 Office for training and law enforcement supplies in the amount of $1,500.00, and amend the budget accordingly. **INGALSBE**

11. Approve the re-appointment of Scott Roberts to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), Position 4, term ending September 2030. **SMITH**

12. Authorize the Hays County Health Department to purchase a camera and accessories from Amazon in the amount of $1,553.35 and amend the budget accordingly. **INGALSBE/GONZALES**

13. Authorize the Precinct 2 Commissioner's Office to purchase consumables, in an amount not to exceed $700.00, for community members during the Hays County Health Department's 2026 Back-to-School Health Fair happening on August 1, 2026. **COHEN/GONZALES**

14. Authorize the execution of a contract amendment No. 3 to the Texas Water Development Board, Flood Infrastructure Fund grant contract. **SMITH/BOUTTE/BERLAD**

15. Authorize Facilities and Resource Management to replace one of the roll-up bay doors at the Government Center loading dock in the amount of $11,006.87 and amend the budget accordingly. **HAMMER/CRUMLEY**

16. Approve payment to Samsara in the amount of $528.37 related to Facilities and Resource Management vehicle tracking software in which no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/CRUMLEY**

17. Authorize the execution of an Amended Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Criminal District Attorney's Office, extending the term of the contract for one year. **INGALSBE/HIGGINS**

18. Ratify the acceptance of a $1,500.00 donation from the Fourth Degree Knights of Columbus Assembly 3109 to the Sheriff's Office and amend the budget accordingly. **INGALSBE/HIPOLITO**

19. Authorize the Sheriff's Office to purchase office chairs for Jail Operations, valued at $21,921.40, using Sheriff's Federal Discretionary Funds. **INGALSBE/HIPOLITO**

20. Authorize the Sheriff's Office to purchase law enforcement equipment valued at $16,898.71 using the FY 2026 Texas Comptroller of Public Accounts Rural Law Enforcement Grant Award. **INGALSBE/HIPOLITO**

21. Authorize payment of a one-year software subscription with Motorola Solutions for $2,975.03 for two mobile license plate readers mounted on one Sheriff's Office highway interdiction vehicle. **HAMMER/HIPOLITO**

22. Approve out-of-state travel for Deputy Constable David Gamble to instruct the Law Enforcement Motor Standards Introduction to Police Motorcycle Operations Course from October 31st - November 22nd, 2026, in Montgomery, Alabama. **COHEN/ELLEN**

23. Approve Out of State Travel for Chief Deputy Roxanne Rodriguez to attend the Property Records Industry Association (PRIA) Annual Conference in Buffalo, New York for an estimated amount of $1,707.33. **BECERRA/CARDENAS**

24. Approve the purchase of equipment for the Election Office from Amazon in the total amount of $7,957.99 and amend the budget accordingly. **HAMMER/DOINOFF/HUNT**

25. Authorize the execution of a Pedernales Electric Cooperative agreement for construction of underground electric distribution line(s) and associated facilities at Sentinel Peak Preserve. **HAMMER/FLOCKE**

26. PLN-3004-PC; Call for a Public Hearing on August 11th, 2026 regarding the Replat of Lot 12B, Rolling Oaks Subdivision. **HAMMER/BERLAD**

27. PLN-2880-PC; Call for a Public Hearing on August 11th, 2026 regarding the Cleaves Acres, Lots 3 & 4 Replat. **HAMMER/BERLAD**

28. PLN-2983-PC; Call for a Public Hearing on August 11th, 2026 regarding the Dripping Springs Ranch, Phase 2, Lots 1B-1 - 1B-5, Replat. **SMITH/BERLAD**

29. Ratify administrative approval of PLN-2666-NP; Gold Nugget, Final Plat. **HAMMER/BERLAD**

30. Authorize the purchase of a new fence from Elite Fence Company, Inc. for the Hays County Transportation Yard located at 2171 Yarrington Road in the amount of $95,590.00 and amend the budget accordingly. **INGALSBE/A.JONES**

31. Authorize Firetrol Protection Systems to perform a semi-annual 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, total amount $910.00. **INGALSBE/HIPOLITO**

32. Authorize the execution of a proposal with TFL, Inc. in the amount of $184,254.52 for renovations of the Sports Complex located at 2880 GoForth Road and amend the budget accordingly. **INGALSBE/CRUMLEY**

33. Authorize the Office of Emergency Services to purchase two Blauer Multithreat HAZMAT suits in the amount of $6,997.20 and amend the budget accordingly. **BECERRA/M.JONES**

34. Authorize payment to SHI Governmental Solutions in the amount of $5,094.00 for additional services needed for the implementation of the VistaSG software, where a purchase order was not obtained per the purchasing policy. **BECERRA/CARDENAS/HUNT**

35. Approve specifications for IFB 2026-B14 Firecracker and Main Street Traffic Signal and authorize the Purchasing Office to advertise and solicit bids. **COHEN/A.JONES/HUNT**

36. Approve specifications for RFP 2026-P08 Disaster Recovery - Debris Monitoring and authorize Purchasing to advertise and solicit for proposals. **BECERRA/JONES/HUNT**

37. Approve specifications for RFP 2026-P17 Investment Advisor and authorize Purchasing to advertise and solicit for proposals. **BECERRA/INGALSBE/TENORIO/HUNT**

38. Approve the renewal of RFP 2024-P05 Delinquent District & County Court Fines & Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP for one (1) additional year. **BECERRA/HUNT**

39. Approve the renewal of RFP 2022-P08 HVAC - Preventative Maintenance & Repair Services, Jail with SI Mechanical, Inc. for one (1) additional year, effective July 19, 2026. **INGALSBE/HIPOLITO/HUNT**

40. Approve the renewal of RFP 2024-P01 Delinquent Justice Court Fines & Fees Collection Services with McCreary, Veselka, Bragg & Allen, P.C. for one (1) additional year. **BECERRA/HUNT**

H. **ACTION ITEMS**

I. **ROADS**

1. Hold a public hearing with possible action to change the yield sign to a stop sign at the intersection of Creek Road at Mt. Gainor. **HAMMER/A.JONES**

2. Hold a public hearing with possible action to change the yield sign to a stop sign at the intersection of Sachtleben Road at Wayside Dr. **HAMMER/A.JONES**

3. Discussion and possible action to call for a public hearing on August 11, 2026, to establish a "No Parking" zone along Mesa Verde Drive within Belterra Subdivision. **SMITH/A.JONES**

4. Discussion and possible action to call for a public hearing on August 11, 2026 to establish a "No Parking" zone along Science Hall Loop. **INGALSBE/A.JONES**

5. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-87) between Hays County and Bowman Consulting, Group, Ltd. to provide engineering services for the Cotton Gin Road (CR 129) project in Precinct 1. **INGALSBE/A.JONES**

6. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-50) between Hays County and Right of Way of Texas, LLC to provide Right of Way acquisition services for the Goforth Road project in Precinct 1. **INGALSBE/A.JONES**

7. Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-56) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide Utility Coordination services for the Yarrington Road Segment 1 in Precinct 3. **HAMMER/A.JONES**

J. **SUBDIVISIONS**

1. PLN-2899-PC; Hold a Public Hearing on July 28th, 2026 regarding the Bridlewood Ranches, Section 2, Lot 17R Replat. **HAMMER/BERLAD**

2. PLN-2981-PC; Hold a Public Hearing on July 28th, 2026 regarding the Rolling Oaks Sec 4, Lot 77, Replat. **HAMMER/BERLAD**

3. PLN-2980-PC; Hold a Public Hearing on July 28th, 2026 regarding the Douglas Estates Replat of Lot D-12. **SMITH/BERLAD**

K. **MISCELLANEOUS**

1. Discussion and possible action to adopt Personnel Policy 1A103A, Attorney Hiring Classification Flexibility, effective July 28, 2026. **HAMMER/HIGGINS/GRANJENO**

2. Discussion and possible action to regrade the vacant Civil Engineer position, grade 130, within the Development Services Department to an Environmental Development Manager, grade 127, effective July 28, 2026. **HAMMER/BERLAD**

3. Discussion and possible action to approve a change to Hays County Investment Policy recommended by the Hays County Investment Committee. **BECERRA/TENORIO**

4. Discussion and possible action to authorize submitting a termination notice to Munission, LLC, related to the Hays County Website. **BECERRA/McGILL/ULIBARRI/HUNT**

5. Discussion and possible action to authorize the Deputy County Administrator to conduct outreach to other Texas counties regarding a potential regional pretrial services grant opportunity and gauge interest in future collaboration, with any formal agreement being brought back for Commissioners Court approval. **COHEN/BOUTTE**

6. Discussion and possible action to authorize the acceptance of a grant award from the Texas A&M Forest Service, Watershed Protection Plan Implementation Grant in the amount of $50,000.00. **HAMMER/BOUTTE/FLOCKE**

7. Discussion and possible action to authorize the submission of the application to the Hays County Master Naturalists in the amount of $1,500.00. **HAMMER/BOUTTE/FLOCKE**

8. Discussion and possible action to authorize the submission of the grant application and execution of associated documents to Texas Parks and Wildlife, Local Parks, Non-Urban Outdoor program in the amount of $32,257.42. **HAMMER/BOUTTE/FLOCKE**

9. Discussion and possible action to ratify the submission of a grant application to the St. David's Foundation, Catalyzing Community-Led Change grant in the amount of $277,212.10. **BECERRA/BOUTTE/CARDENAS/DOINOFF**

10. Discussion and possible action to authorize the acceptance of the Judicial Commission on Mental Health (JCMH) Court Liaison Pilot Program Grant in the amount of $165,000.00 for the grant period of September 1, 2026, through August 31, 2028 and create one (1) grant-funded Behavioral Health Court Liaison position, Grade 117, within the County Court at Law effective September 1, 2026, and amend the budget accordingly. **INGALSBE/BOUTTE/BROWN**

11. Discussion and possible action to authorize purchases related to the Hays County Health Department's 2026 Back to School Fair on Saturday August 1, 2026 at Goodnight Middle School (1301 TX-123, San Marcos, TX 78666) for consumables and services up to $3,000.00. **COHEN/GONZALES**

12. Discussion and possible action to authorize the execution of a Service Agreement between Facilities and Resource Management and The Bug Master for one-time pest control services at the Yarrington Building in the amount of $500.00, and authorize a waiver to the Purchasing Policy. **INGALSBE/CRUMLEY**

13. Discussion and possible action to authorize the execution of amendments to the Assisted Outpatient Treatment Program (AOT) Memorandum of Understanding (MOU) with: Axis of Mental Healthcare, PLLC, effective December 1, 2025; and Philip Carolina, and execute a termination notice to Dr. Vikram Mehra. **COHEN/INGALSBE/BROWN/HUNT**

14. Discussion and possible action to authorize the execution of contract amendments to the County Court at Law Mental Health Specialty Court Program contracts with: Axis of Mental Healthcare, PLLC; A Better Boat, LLC; C. Nichole Mueller-McMorris, LCSW; Moonstone Counseling; Nova Recovery Center; Revive Recovery; Texas Helps; and Youth Advocate Programs, Inc. **COHEN/INGALSBE/BROWN/HUNT**

15. Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-88) between Hays County and Accenture in an amount not-to-exceed $50,000.00. **HAMMER/HUNT**

16. Discussion and possible action to authorize the execution of a Service Agreement between Hays County and Metro Elevator Management, Inc. to provide elevator preventative maintenance and repair services pursuant to RFP 2026-P14. **BECERRA/CRUMLEY/HUNT**

17. Discussion and possible action to execute a Professional Services Agreement (2026-PSA-89) between Hays County and Johnson, Mirmiran, and Thompson (JMT), Inc. to oversee the Door PLC System and Door Lock Upgrade projects within the Hays County Jail with a not-to-exceed value of $39,375.00. **INGALSBE/HIPOLITO/HUNT**

18. Discussion and possible action to pre-qualify all respondents who scored a event (70) or above for the RFQ 2026-Q05 Right-of-Way Acquistion Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County for Right-of-Way Acquistion Services. The selection of a firm will be brought to Commissioners Court for approval, utilizing the Vendor Selection Form, prior to a contract being brought back to the Commissioners Court for execution. The pool will be reviewed and reopened on an annual basis. **BECERRA/HUNT**

19. Discussion and possible action to pre-qualify all respondents who scored seventy (70) or above for RFQ 2026-Q04 Project Management Services Pool to further develop the current pool of firms to be used on an as-needed basis for projects throughout the County for Project Management Services. The selection of a firm will be brought to the Commissioners Court for approval utilizing the Vendor Selection Form prior to a contract being approved and executed by the Commissioners Court. The pool will be reviewed and reopened on an annual basis. **BECERRA/HUNT**

L. **WORKSHOP**

M. **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 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 110 and County Road 158 in Precinct 1 related to *Hays County, Texas v. Tack Development, Ltd.* (Cause No. 24-0166-C pending in Hays County Court-at-Law No. 1). Possible discussion and/or action may follow in open court. **INGALSBE**

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 Right of Way/Land Acquisition located at or near FM 2001 (Parcel 27) in Precinct 2 to be used for the FM 2001 Gap Safety Project. Possible discussion and/or action may follow in open court. **COHEN**

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 for the Eastside Campus Project. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

4. Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near 500 FM 150 East, Kyle, Texas 78640 in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

5. Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 2325 and Ranch Road 2325 located in Precinct 3. Possible discussion and/or action may follow in open court. **HAMMER**

6. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding *In Re Hays County, Texas* (Cause No. D-1-GN-25-002049 filed in the 126th Judicial District Court in Travis County) and the associated appeal. Possible discussion and/or action may follow in open court. **INGALSBE/HAMMER HAMMER/INGALSBE**

N. **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**

O. **ADJOURNMENT**

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

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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: 07/28/2026

Requested By: Erik Granjeno, HR Director

Sponsor: Judge Becerra

Agenda Item

Presentation of July 2026 Service Awards. **BECERRA/GRANJENO**

Summary

Attachments

July Service Awards

July 2026 Service Award Recognition

Department	Employee Name	Years	Gift	Attending
County Administrator Office	BOUTTE, KANDICE	1	Keychain	
Fire Marshal's Office	ALLRED, DAVID	1	Keychain	
District Attorney's Office	CERTAIN, ALEXANDRIA	1	Keychain	
District Attorney's Office	Hernanadez, Jennifer	1	Keychain	
Juvenile Detention Center	DELEON, MARICELLA	1	Keychain	
Sheriff's Office	CLARK, COREY	1	Keychain	
Sheriff's Office	DE LA GARZA, JACOB	1	Keychain	
Sheriff's Office	DECAL, BENITO	1	Keychain	
Sheriff's Office	GOFF-SCHWARZ, ATHENA	1	Keychain	
Sheriff's Office	JOHNSON, JAN	1	Keychain	
Sheriff's Office	JONES, JAMES	1	Keychain	
Sheriff's Office	LUCERO, ADAM	1	Keychain	
Sheriff's Office	RAGSDALE, BRADEN	1	Keychain	
Transportation	MCKINZIE, KIMBERLY	1	Keychain	
County Administrator's Office	MENDEZ-VILLEGAS, ABBY	5	Padfolio	
County Court at Law 2	VELA, JOSE Jr.	5	Padfolio	
Sheriff's Office	EVANS, JOSHUA	5	Padfolio	
Extension Office	BLANKENSHIP, KATE	10	Blanket	
Juvenile Detention Center	RODRIGUEZ, ROBERT Jr.	10	Blanket	
Sheriff's Office	HALTERMANN, STEFAN	10	Blanket	
Sheriff's Office	STAMM-ZACHARY, JENNIFER	20	Flag w. Display Case	
Tax Office	FLORES, DEBRA	20	Flag w. Display Case	
Justice of the Peace 2-1	CHARLES RAMIREZ	25	Pocket Knife	
Transportation	BARRON, ANTONIO	25	Pocket Knife	

July Retirees			
Department	**Employee Name**		
Constable's Office Pct 1	Roland Vazquez		
Information Technology	Jeff McGill		
Information Technology	Mark Chambers		
Sheriff's Office	Magaret Vieger		
Sheriff's Office	Roland Cunningham		
Sheriff's Office	Steve Cunningham		

AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Jason Facundo

Sponsor: Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing July 20-24, 2026, as Pretrial, Probation, and Parole Supervision Week.
INGALSBE/FACUNDO

Summary

Attachments

Proclamation

PROCLAMATION RECOGNIZING JULY 20-24, 2026 AS
PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, pretrial, probation, and parole services play an essential role in the criminal justice system, contributing significantly to public safety, community well-being, and the fair administration of justice; and

WHEREAS, professionals working in pretrial, probation, and parole services diligently uphold the principles of justice, ensuring individuals receive fair treatment, support, and the necessary supervision to reintegrate into society successfully; and

WHEREAS, these dedicated professionals often work under challenging conditions, displaying exceptional commitment, integrity, and resilience while managing caseloads, providing guidance, and fostering positive change in the lives of individuals under their supervision; and

WHEREAS, the effective functioning of pretrial, probation, and parole services relies on the collaboration of law enforcement, community organizations, the judiciary, and other stakeholders to create a holistic approach to justice and rehabilitation; and

WHEREAS, recognizing the critical role these services play in reducing recidivism, supporting rehabilitation, and enhancing community safety is vital to fostering a more just and equitable society; and

WHEREAS, Pretrial, Probation, and Parole Week is an opportunity to honor and express our gratitude for these professionals' invaluable contributions and raise awareness about the importance of these services in our communities.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim July 20th - 24th, 2026, as

PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK

and encourages all citizens to honor these community corrections professionals and recognize their crucial roles in the criminal justice system and their achievements toward safer communities.

ADOPTED THIS THE 28TH OF JULY 2026

_____
Ruben Becerra
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: 07/28/2026

Requested By: Gonzales

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item

Adopt a Proclamation recognizing the Month of August 2026 as National Immunization Awareness Month. **INGALSBE/COHEN/GONZALES**

Summary

The Health Department is requesting the Hays County Commissioners Court to recognize August 2026 as the National Immunization Awareness Month (NIAM). NIAM is an annual observance held in August to highlight the importance of vaccination for people of all ages. The proclamation can help raise awareness about the importance of vaccination and encourage people to talk to a healthcare provider they trust about staying up to date on their vaccinations.

Attachments

Proclamation

PROCLAMATION RECOGNIZING AUGUST 2026 AS NATIONAL IMMUNIZATION AWARENESS MONTH IN HAYS COUNTY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, National Immunization Awareness Month is observed every August to highlight the importance of vaccination for people of all ages and to promote the protection of public and animal health through immunization; and

WHEREAS, vaccines are a safe, cost-effective, and proven tool for preventing the spread of contagious and potentially deadly diseases, saving billions of dollars in healthcare costs each year; and

WHEREAS, vaccines help protect every member of our community, especially our most vulnerable—including infants, children, older adults, individuals with chronic health conditions, and those who are immunocompromised; and

WHEREAS, timely vaccination helps prevent outbreaks of vaccine-preventable diseases such as measles, mumps, rubella, pertussis, hepatitis A and B, diphtheria, tetanus, influenza, and COVID-19; and

WHEREAS, adherence to the recommended immunization schedule over the course of a lifetime has prevented countless cases of illness, hospitalizations, long-term disability, and death; and

WHEREAS, vaccines are rigorously tested, licensed, and continually monitored for safety and efficacy by national and international health authorities; and

WHEREAS, veterinary immunizations have also contributed significantly to the health and safety of our community's animals, preventing the spread of diseases such as rabies, distemper, and parvovirus in pets like dogs and cats; and

WHEREAS, Hays County recognizes the vital role of local healthcare providers, schools, pharmacies, veterinarians, and public health agencies in ensuring access to immunizations and promoting vaccine education; and

WHEREAS, from October 1, 2025, through the present, the Hays County Local Health Department has administered over 1,214 vaccines to community members and staff, contributing to the health and resilience of our county; and

WHEREAS, as we prepare for a new school year and continue to safeguard our community against preventable diseases, it is critical for residents to ensure they and their loved ones are up to date on recommended immunizations;

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court hereby proclaims the month of August 2026, as

NATIONAL IMMUNIZATION AWARENESS MONTH

in Hays County and encourage all residents to contact their healthcare provider or veterinarian to ensure their immunizations—and those of their family members and pets—are current and complete.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Dr. Michelle 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. 4.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Scot Woodland, Budget Officer

Sponsor: Judge Becerra

Agenda Item

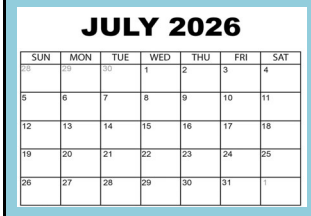
Update from the Budget Officer on the FY27 Budget Process with possible action regarding a change to the Budget Calendar. **BECERRA/WOODLAND**

Summary

Attachments

Amended Budget Calendar

Hays County
FY 2027 Amended Budget Calendar



MARCH 2026	
March 2nd	FY27 Budget Process Opens - Budget notification sent to all departments
APRIL 2026	
April 13th	Department deadline for entering Requested Budget into NWS financial software
April 13th - May 22nd	Budget Office will review all department requests, import all salary data and create personnel and capital equipment schedules
April 13th	Grant Funding Opportunity announced for Social Service Agencies within Hays County
MAY - JUNE 2026	
May 22nd	Notification sent to County Judge and Commissioners that requested budgets are completed
May 22nd - July 24th	Budget Office prepares recommended budget and meets with court members and department heads as needed
June 1st	Deadline for Social Service Agencies to apply for grant funding
JULY 2026	
July 13th	County Auditor provides revenue estimates and fund balance reports to the Budget Office
July 25th	Chief appraiser certifies approved appraisal roll
AUGUST 2026	
August 4th	Budget Office presents recommended budget to Commissioners Court and files a copy with the County Clerk, County Auditor and on website. Budget workshop - 11:00 a.m. Commissioners Court
August 7th	Publish public notice for Public Hearing on Proposed Budget (at least 10 days but no more than 30 days before public hearing)
August 11th	Budget workshop - 11:00 a.m. Commissioners Court
August 18th	11:00 a.m. Public Hearing on Proposed Budget, Vote on proposed tax rate and proposed budget; schedule public hearings on the tax rate and budget (prior to Sept 1)
August 23rd	Publish notice of public hearing on tax increase (if needed); budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget (by Sept 1 or 30 days after certified values are received)
SEPTEMBER 2026	
September 1st	1:00 p.m. Public hearing on tax rate (at least 7 days after public notice)
September 15th	1:00 p.m. Public Hearing on the FY 2027 Budget
	Set salaries of Elected Officials
	Adopt budget after making final changes
	Set tax rate and levy taxes (at least 3 days but no more than 14 days after tax rate public hearing)
September 30th	File final approved budget with County Clerk and County Auditor

AGENDA ITEM REQUEST FORM: G. 4.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Villarreal-Alonzo

Sponsor: Villarreal-Alonzo

Agenda Item

Accept the delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

Summary

See the attached Quarterly Internal Examination Report for the Elections Office.

Attachments

Quarterly Internal Examination Report

OFFICE OF THE COUNTY AUDITOR
1901 Dutton Dr. Suite E
San Marcos, Texas 78666
512-393-2283
Fax: 512-393-2265
www.hayscountytx.gov

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@ hayscountytx.gov

Luis Pompa
Assistant County Auditor
luis.pompa@hayscountytx.gov

June 25, 2026

Jennifer Doinoff
Elections Administrator
120 Stagecoach Trail
San Marcos, Texas 78666

Ms. Doinoff:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Elections Office for the months of July 2025 through September 2025. The scope of the examination was limited to reviewing the record submitted to this office by the Hays County Elections Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the Hays County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.

- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.

- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

If you have any questions or comments regarding this report, please contact the Auditor's Office.
Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor
ag/jc

AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Daphne Tenorio

Sponsor: Judge Becerra

Agenda Item

Approve the May 2026 Treasurers Report. **BECERRA/TENORIO**

Summary

Attachments

0526 Treasurer Report
0526 Treasurer Report

Hays County Treasurer's Report: Sage Capital Bank Funds Summary - May 2026

OPERATING FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General Fund	$ 3,938,494.00	$ 7,218.21	$ 8,840,562.80	$ 13,041,905.56	$ 20,139,374.03	$ 2,000,000.00	$ 3,688,806.54	$ 118,211,169.25	$ 121,899,975.79
Distribution Clearing Account	$ (4,357,558.96)	$ 3,094.01	$ 15,506,873.57	$ -	$ 11,084,366.43	$ -	$ 68,042.19	$ 3,865,336.11	$ 3,933,378.30
Payroll Clearing Account	$ 5,940,917.94	$ 9,954.27	$ 11,530,580.67	$ 4,600,000.00	$ 9,994,222.70	$ 10,100,000.00	$ 1,987,230.18	$ 13,173,801.11	$ 15,161,031.29
Credit Card Fee Fund	$ 413,429.85	$ -	$ 861,575.38	$ -	$ 917,145.14	$ -	$ 357,860.09	$ -	$ 357,860.09
Road and Bridge General Fund	$ 3,584,720.43	$ 4,074.49	$ 393,487.67	$ -	$ 1,272,431.10	$ 2,500,000.00	$ 209,851.49	$ 21,142,599.66	$ 21,352,451.15
Medical and Dental Fund	$ 530,670.65	$ 354.63	$ 1,579,172.12	$ 1,453,702.11	$ 3,533,963.96	$ -	$ 29,935.55	$ 14,442,129.54	$ 14,472,065.09
Sheriff's Drug Forfeiture Fund	$ 30,827.72	$ 46.29	$ 1,003.00	$ -	$ 1,100.37	$ -	$ 30,776.64	$ 86,628.15	$ 117,404.79
Sheriff's Federal Discretionary Fund	$ 194,857.36	$ 286.41	$ -	$ -	$ -	$ -	$ 195,143.77	$ -	$ 195,143.77
District Attorney Drug Forfeiture Fund	$ 250,115.65	$ -	$ 8,526.14	$ -	$ 4,532.69	$ -	$ 254,109.10	$ 75,717.17	$ 329,826.27
District Attorney Hot Check Fee Fund	$ 5,458.85	$ 8.05	$ 152.10	$ -	$ -	$ -	$ 5,619.00	$ -	$ 5,619.00
Constable 2 Drug Forfeiture Fund	$ 370.72	$ 0.54	$ -	$ -	$ -	$ -	$ 371.26	$ -	$ 371.26
Family Health Services Fund	$ 257,893.57	$ 201.88	$ 391,803.50	$ 1,121,480.13	$ 1,771,177.20	$ -	$ 201.88	$ 590.27	$ 792.15
Juvenile Detention Center Fund	$ 274,708.54	$ 227.07	$ 252,936.25	$ 161,278.60	$ 515,245.01	$ -	$ 173,905.45	$ 191,762.90	$ 365,668.35
Tobacco Settlement Fund	$ 129,592.30	$ 319.04	$ 179,842.69	$ -	$ 103,116.00	$ -	$ 206,638.03	$ -	$ 206,638.03
HC Local Provider Participation Fund	$ 8,158,023.30	$ 9,023.61	$ 1,092,817.28	$ -	$ 2,140,654.96	$ 7,000,000.00	$ 119,209.23	$ 7,004,096.01	$ 7,123,305.24
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Safety Zone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Help America Vote Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 6,203.31	$ 12.37	$ -	$ 184,586.92	$ 184,586.92	$ -	$ 6,215.68	$ 3,614,381.77	$ 3,620,597.45
Local Assistance & Tribal Consistency ARPA Fund	$ 286.31	$ 0.42	$ -	$ -	$ -	$ -	$ 286.73	$ 96,321.59	$ 96,608.32
Opioid Abatement Program Fund	$ 250,471.56	$ 359.72	$ 155,988.80	$ -	$ 167,345.75	$ -	$ 239,474.33	$ -	$ 239,474.33
Historical Commission Trust Fund	$ 6,070.24	$ 8.74	$ -	$ -	$ 396.95	$ -	$ 5,682.03	$ 153,969.87	$ 159,651.90

CONSTRUCTION FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 44,031.99	$ 64.72	$ -	$ -	$ -	$ -	$ 44,096.71	$ 2,516.87	$ 46,613.58
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Limited Tax Bond Series 2017	$ 23.70	$ 0.04	$ -	$ 130.90	$ 130.90	$ -	$ 23.74	$ 661,582.37	$ 661,606.11
Road Construction Bond 2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Road Construction Bond 2019	$ 13,424.36	$ 73.95	$ -	$ 1,273,258.98	$ 1,273,258.98	$ -	$ 13,498.31	$ 12,911,604.10	$ 12,925,102.41
Parks Bond 2021	$ 6,705.32	$ 13.51	$ -	$ 945,465.80	$ 945,465.80	$ -	$ 6,718.83	$ 11,572,379.69	$ 11,579,098.52
Limited Tax Bond Series 2022 (PB 22)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,316,250.64	$ 29,316,250.64
Certificates of Obligation 2025	$ 10,448.07	$ 38.88	$ -	$ 1,532,948.68	$ 1,532,948.68	$ -	$ 10,486.95	$ 198,094,259.50	$ 198,104,746.45
Certificates of Obligation 2026	$ 0.03	$ -	$ -	$ 196,129.90	$ 196,129.90	$ -	$ 0.03	$ 99,465,096.52	$ 99,465,096.55
Texas Water Development Board Escrow	$ 73,926.72	$ 108.66	$ -	$ -	$ -	$ -	$ 74,035.38	$ -	$ 74,035.38
FM 110 Trans Reinvestment Zone No. 1 Fund	$ 1,932,995.78	$ 2,552.33	$ -	$ -	$ -	$ 1,900,000.00	$ 35,548.11	$ 31,206,301.35	$ 31,241,849.46
La Cima NBHD Improvement Area No. 1	$ 426,426.89	$ 690.63	$ 85,893.68	$ -	$ -	$ -	$ 513,011.20	$ -	$ 513,011.20
CDBG Disaster Recovery Program Fund	$ 6,290.65	$ 9.25	$ -	$ -	$ -	$ -	$ 6,299.90	$ -	$ 6,299.90
LCRA Service Fee Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ORCA Cedar Oaks Mesa Fund	$ 14.47	$ 0.02	$ -	$ -	$ -	$ -	$ 14.49	$ -	$ 14.49

INTEREST AND SINKING FUNDS									
Hays County Interest & Sinking Fund	$ 3,168,116.19	$ 3,659.01	$ -	$ -	$ 780,761.29	$ 2,350,000.00	$ 41,013.91	$ 40,081,758.32	$ 40,122,772.23
Sage Capital Fund Totals	**$ 25,297,957.51**	**$ 42,400.75**	**$ 40,881,215.65**	**$ 24,510,887.58**	**$ 56,558,354.76**	**$ 25,850,000.00**	**$ 8,324,106.73**	**$ 605,370,252.76**	**$ 613,694,359.49**

Hays County Treasurer's Report
Investments Summary For The Month of May 2026

All Sage Capital Funds (See Treasurer's Report: Grand Totals Pg. 1)

	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
Sage All Funds (see Page 1)	$ 25,297,957.51	$ 42,400.75	$ 65,392,103.23	$ 82,408,354.76	$ 8,324,106.73

TEXPOOL **Average Monthly Rate** 3.6200% **Net Asset Value** 0.99987

Description	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
General Fund	$ 84,945,534.35	$ 234,635.60	$ 4,128,458.76	$ 18,328,030.79	$ 70,980,597.92
Distribution Clearing Account	$ 3,853,475.23	$ 11,860.88	$ -	$ -	$ 3,865,336.11
Payroll Clearing Account	$ 1,894,839.49	$ 21,489.54	$ 16,138,155.96	$ 4,880,683.88	$ 13,173,801.11
Road and Bridge General Fund	$ 15,885,539.06	$ 49,075.32	$ 188,832.77	$ 280,683.88	$ 15,842,763.27
Medical and Dental Fund	$ 11,331,662.77	$ 31,546.05	$ -	$ 2,339,455.94	$ 9,023,752.88
Sheriff's Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
District Attorney Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Constable 2 Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Health Services Grants Fund	$ 1,120,139.64	$ 1,340.49	$ -	$ 1,121,480.13	$ -
Juvenile Detention Center Fund	$ 532,317.94	$ 1,278.93	$ 280,683.88	$ 622,517.85	$ 191,762.90
Tobacco Settlement Fund	$ -	$ -	$ -	$ -	$ -
HC Local Provider Participation Fund	$ -	$ -	$ -	$ -	$ -
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -		$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 3,797,844.85	$ 11,231.44	$ -	$ 194,694.52	$ 3,614,381.77
Local Assistance & Tribal Consistency ARPA Fund	$ 96,026.06	$ 295.53	$ -	$ -	$ 96,321.59
Opioid Abatement Program Fund	$ -	$ -	$ -	$ -	$ -
Historical Commission Trust	$ -	$ -	$ -	$ -	$ -
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 2,500.55	$ 7.75	$ -	$ -	$ 2,508.30
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -
Limited Tax Bonds Series 2017	$ 659,683.04	$ 2,030.23	$ -	$ 130.90	$ 661,582.37
Road Construction Bond 2017	$ -	$ -	$ -	$ -	$ -
Road Construction Bond 2019	$ 14,143,906.17	$ 40,956.91	$ -	$ 1,273,258.98	$ 12,911,604.10
Parks Bond 2021	$ 12,481,987.49	$ 35,858.00	$ -	$ 945,465.80	$ 11,572,379.69
Limited Tax Bond Series 2022 (PB 22)	$ 29,226,292.70	$ 89,957.94	$ -	$ -	$ 29,316,250.64
Certificates of Obligation 2025	$ 199,018,475.03	$ 608,733.15	$ -	$ 1,532,948.68	$ 198,094,259.50
Certificates of Obligation 2026	$ 99,355,955.56	$ 305,270.86	$ -	$ 196,129.90	$ 99,465,096.52
FM 110 Trans Reinvestment Zone No 1 Fund	$ 3,793,721.41	$ 11,676.97	$ -	$ -	$ 3,805,398.38
LCRA Service Fee Fund	$ -	$ -	$ -	$ -	$ -
Hays County Interest & Sinking Fund	$ 27,773,826.80	$ 86,280.86	$ 506,490.13	$ -	$ 28,366,597.79
All TexPool Funds	$ 509,913,728.14	$ 1,543,526.45	$ 21,242,621.50	$ 31,715,481.25	$ 500,984,394.84

Hays County Treasurer's Report
Investments Summary For The Month of May 2026

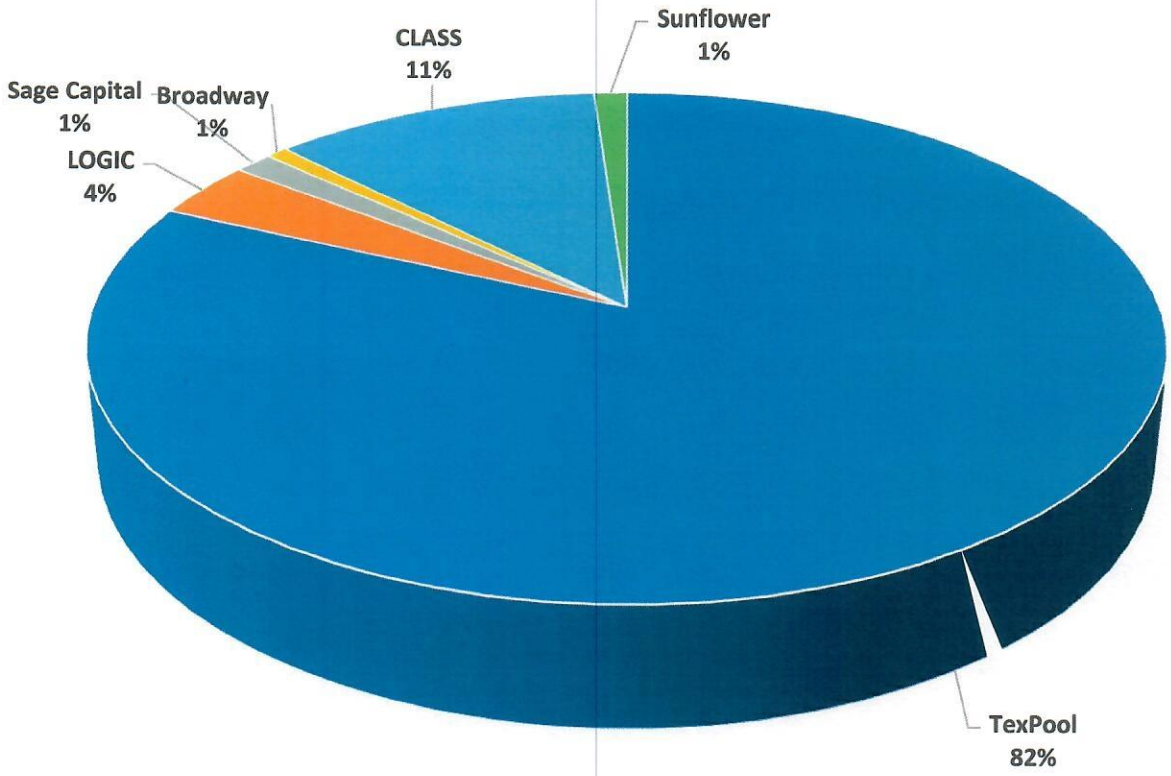
CLASS - MBIA **Average Monthly Rate** 3.7477% **Net Asset Value** $ 0.99991

Description	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
General Fund	$ 21,645,382.00	$ 68,998.84	$ -	$ -	$ 21,714,380.84
Road and Bridge General Fund	$ 2,182,340.53	$ 8,247.96	$ 2,500,000.00	$ -	$ 4,690,588.49
Sheriff's Drug Forfeiture Fund	$ 86,352.88	$ 275.27	$ -	$ -	$ 86,628.15
District Attorney Drug Forfeiture Fund	$ 75,399.12	$ 240.34	$ -	$ -	$ 75,639.46
HC Local Provider Participation Fund	$ 478.78	$ 3,617.23	$ 7,000,000.00	$ -	$ 7,004,096.01
Historical Commission Trust	$ 153,471.74	$ 489.18	$ -	$ -	$ 153,960.92
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 8.57	$ -	$ -	$ -	$ 8.57
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -
FM 110 Trans Reinvestment Zone No 1 Fund	$ 25,418,893.92	$ 82,009.05	$ 1,900,000.00	$ -	$ 27,400,902.97
Hays County Interest & Sinking Fund	$ 7,204,298.77	$ 24,178.95	$ 2,350,000.00	$ -	$ 9,578,477.72
CLASS - MBIA All Funds	$ 56,766,626.31	$ 188,056.82	$ 13,750,000.00	$ -	$ 70,704,683.13

LOGIC **Average Monthly Rate** 3.7475% **Net Asset Value** $ 0.99976

Description	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
General Fund	$ 13,835,666.76	$ 44,037.65	$ -	$ -	$ 13,879,704.41
Road and Bridge General Fund	$ 607,314.87	$ 1,933.03	$ -	$ -	$ 609,247.90
Medical and Dental Fund	$ 5,401,185.21	$ 17,191.45	$ -	$ -	$ 5,418,376.66
District Attorney Drug Forfeiture Fund	$ 77.45	$ 0.26	$ -	$ -	$ 77.71
Health Services Grants Fund	$ 46.76	$ 0.06	$ -	$ -	$ 46.82
Family Health Services Fund	$ 541.65	$ 1.80	$ -	$ -	$ 543.45
Historical Commission Trust Fund	$ 8.95	$ -	$ -	$ -	$ 8.95
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Hays County Interest & Sinking Fund	$ 2,129,903.54	$ 6,779.27	$ -	$ -	$ 2,136,682.81
LOGIC All Funds	$ 21,974,745.19	$ 69,943.52	$ -	$ -	$ 22,044,688.71

Investment Allocation Totals:
May 2026



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Daphne Tenorio, Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

Hays County Treasurer's Report: Sage Capital Bank Funds Summary - May 2026

OPERATING FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General Fund	$ 3,938,494.00	$ 7,218.21	$ 8,840,562.80	$ 13,041,905.56	$ 20,139,374.03	$ 2,000,000.00	$ 3,688,806.54	$ 118,211,169.25	$ 121,899,975.79
Distribution Clearing Account	$ (4,357,558.96)	$ 3,094.01	$ 15,506,873.57	$ -	$ 11,084,366.43	$ -	$ 68,042.19	$ 3,865,336.11	$ 3,933,378.30
Payroll Clearing Account	$ 5,940,917.94	$ 9,954.27	$ 11,530,580.67	$ 4,600,000.00	$ 9,994,222.70	$ 10,100,000.00	$ 1,987,230.18	$ 13,173,801.11	$ 15,161,031.29
Credit Card Fee Fund	$ 413,429.85	$ -	$ 861,575.38	$ -	$ 917,145.14	$ -	$ 357,860.09	$ -	$ 357,860.09
Road and Bridge General Fund	$ 3,584,720.43	$ 4,074.49	$ 393,487.67	$ -	$ 1,272,431.10	$ 2,500,000.00	$ 209,851.49	$ 21,142,599.66	$ 21,352,451.15
Medical and Dental Fund	$ 530,670.65	$ 354.63	$ 1,579,172.12	$ 1,453,702.11	$ 3,533,963.96	$ -	$ 29,935.55	$ 14,442,129.54	$ 14,472,065.09
Sheriff's Drug Forfeiture Fund	$ 30,827.72	$ 46.29	$ 1,003.00	$ -	$ 1,100.37	$ -	$ 30,776.64	$ 86,628.15	$ 117,404.79
Sheriff's Federal Discretionary Fund	$ 194,857.36	$ 286.41	$ -	$ -	$ -	$ -	$ 195,143.77	$ -	$ 195,143.77
District Attorney Drug Forfeiture Fund	$ 250,115.65	$ -	$ 8,526.14	$ -	$ 4,532.69	$ -	$ 254,109.10	$ 75,717.17	$ 329,826.27
District Attorney Hot Check Fee Fund	$ 5,458.85	$ 8.05	$ 152.10	$ -	$ -	$ -	$ 5,619.00	$ -	$ 5,619.00
Constable 2 Drug Forfeiture Fund	$ 370.72	$ 0.54	$ -	$ -	$ -	$ -	$ 371.26	$ -	$ 371.26
Family Health Services Fund	$ 257,893.57	$ 201.88	$ 391,803.50	$ 1,121,480.13	$ 1,771,177.20	$ -	$ 201.88	$ 590.27	$ 792.15
Juvenile Detention Center Fund	$ 274,708.54	$ 227.07	$ 252,936.25	$ 161,278.60	$ 515,245.01	$ -	$ 173,905.45	$ 191,762.90	$ 365,668.35
Tobacco Settlement Fund	$ 129,592.30	$ 319.04	$ 179,842.69	$ -	$ 103,116.00	$ -	$ 206,638.03	$ -	$ 206,638.03
HC Local Provider Participation Fund	$ 8,158,023.30	$ 9,023.61	$ 1,092,817.28	$ -	$ 2,140,654.96	$ 7,000,000.00	$ 119,209.23	$ 7,004,096.01	$ 7,123,305.24
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
School Safety Zone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Help America Vote Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 6,203.31	$ 12.37	$ -	$ 184,586.92	$ 184,586.92	$ -	$ 6,215.68	$ 3,614,381.77	$ 3,620,597.45
Local Assistance & Tribal Consistency ARPA Fund	$ 286.31	$ 0.42	$ -	$ -	$ -	$ -	$ 286.73	$ 96,321.59	$ 96,608.32
Opioid Abatement Program Fund	$ 250,471.56	$ 359.72	$ 155,988.80	$ -	$ 167,345.75	$ -	$ 239,474.33	$ -	$ 239,474.33
Historical Commission Trust Fund	$ 6,070.24	$ 8.74	$ -	$ -	$ 396.95	$ -	$ 5,682.03	$ 153,969.87	$ 159,651.90

CONSTRUCTION FUNDS-Checking Accounts	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 44,031.99	$ 64.72	$ -	$ -	$ -	$ -	$ 44,096.71	$ 2,516.87	$ 46,613.58
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Limited Tax Bond Series 2017	$ 23.70	$ 0.04	$ -	$ 130.90	$ 130.90	$ -	$ 23.74	$ 661,582.37	$ 661,606.11
Road Construction Bond 2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Road Construction Bond 2019	$ 13,424.36	$ 73.95	$ -	$ 1,273,258.98	$ 1,273,258.98	$ -	$ 13,498.31	$ 12,911,604.10	$ 12,925,102.41
Parks Bond 2021	$ 6,705.32	$ 13.51	$ -	$ 945,465.80	$ 945,465.80	$ -	$ 6,718.83	$ 11,572,379.69	$ 11,579,098.52
Limited Tax Bond Series 2022 (PB 22)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,316,250.64	$ 29,316,250.64
Certificates of Obligation 2025	$ 10,448.07	$ 38.88	$ -	$ 1,532,948.68	$ 1,532,948.68	$ -	$ 10,486.95	$ 198,094,259.50	$ 198,104,746.45
Certificates of Obligation 2026	$ 0.03	$ -	$ -	$ 196,129.90	$ 196,129.90	$ -	$ 0.03	$ 99,465,096.52	$ 99,465,096.55
Texas Water Development Board Escrow	$ 73,926.72	$ 108.66	$ -	$ -	$ -	$ -	$ 74,035.38	$ -	$ 74,035.38
FM 110 Trans Reinvestment Zone No. 1 Fund	$ 1,932,995.78	$ 2,552.33	$ -	$ -	$ -	$ 1,900,000.00	$ 35,548.11	$ 31,206,301.35	$ 31,241,849.46
La Cima NBHD Improvement Area No. 1	$ 426,426.89	$ 690.63	$ 85,893.68	$ -	$ -	$ -	$ 513,011.20	$ -	$ 513,011.20
CDBG Disaster Recovery Program Fund	$ 6,290.65	$ 9.25	$ -	$ -	$ -	$ -	$ 6,299.90	$ -	$ 6,299.90
LCRA Service Fee Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ORCA Cedar Oaks Mesa Fund	$ 14.47	$ 0.02	$ -	$ -	$ -	$ -	$ 14.49	$ -	$ 14.49

INTEREST AND SINKING FUNDS									
Hays County Interest & Sinking Fund	$ 3,168,116.19	$ 3,659.01	$ -	$ -	$ 780,761.29	$ 2,350,000.00	$ 41,013.91	$ 40,081,758.32	$ 40,122,772.23
Sage Capital Fund Totals	**$ 25,297,957.51**	**$ 42,400.75**	**$ 40,881,215.65**	**$ 24,510,887.58**	**$ 56,558,354.76**	**$ 25,850,000.00**	**$ 8,324,106.73**	**$ 605,370,252.76**	**$ 613,694,359.49**

Hays County Treasurer's Report
Investments Summary For The Month of May 2026

All Sage Capital Funds (See Treasurer's Report: Grand Totals Pg. 1)

	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
Sage All Funds (see Page 1)	$ 25,297,957.51	$ 42,400.75	$ 65,392,103.23	$ 82,408,354.76	$ 8,324,106.73

TEXPOOL **Average Monthly Rate** 3.6200% **Net Asset Value** 0.99987

Description	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
General Fund	$ 84,945,534.35	$ 234,635.60	$ 4,128,458.76	$ 18,328,030.79	$ 70,980,597.92
Distribution Clearing Account	$ 3,853,475.23	$ 11,860.88	$ -	$ -	$ 3,865,336.11
Payroll Clearing Account	$ 1,894,839.49	$ 21,489.54	$ 16,138,155.96	$ 4,880,683.88	$ 13,173,801.11
Road and Bridge General Fund	$ 15,885,539.06	$ 49,075.32	$ 188,832.77	$ 280,683.88	$ 15,842,763.27
Medical and Dental Fund	$ 11,331,662.77	$ 31,546.05	$ -	$ 2,339,455.94	$ 9,023,752.88
Sheriff's Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
District Attorney Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Constable 2 Drug Forfeiture Fund	$ -	$ -	$ -	$ -	$ -
Health Services Grants Fund	$ 1,120,139.64	$ 1,340.49	$ -	$ 1,121,480.13	$ -
Juvenile Detention Center Fund	$ 532,317.94	$ 1,278.93	$ 280,683.88	$ 622,517.85	$ 191,762.90
Tobacco Settlement Fund	$ -	$ -	$ -	$ -	$ -
HC Local Provider Participation Fund	$ -	$ -	$ -	$ -	$ -
Energy Efficiency Project Fund	$ -	$ -	$ -	$ -	$ -
Coronavirus Relief Fund	$ -		$ -	$ -	$ -
Emergency Rental Assistance Fund	$ -	$ -	$ -	$ -	$ -
American Recovery Plan Fund	$ 3,797,844.85	$ 11,231.44	$ -	$ 194,694.52	$ 3,614,381.77
Local Assistance & Tribal Consistency ARPA Fund	$ 96,026.06	$ 295.53	$ -	$ -	$ 96,321.59
Opioid Abatement Program Fund	$ -	$ -	$ -	$ -	$ -
Historical Commission Trust	$ -	$ -	$ -	$ -	$ -
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 2,500.55	$ 7.75	$ -	$ -	$ 2,508.30
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -
Limited Tax Bonds Series 2017	$ 659,683.04	$ 2,030.23	$ -	$ 130.90	$ 661,582.37
Road Construction Bond 2017	$ -	$ -	$ -	$ -	$ -
Road Construction Bond 2019	$ 14,143,906.17	$ 40,956.91	$ -	$ 1,273,258.98	$ 12,911,604.10
Parks Bond 2021	$ 12,481,987.49	$ 35,858.00	$ -	$ 945,465.80	$ 11,572,379.69
Limited Tax Bond Series 2022 (PB 22)	$ 29,226,292.70	$ 89,957.94	$ -	$ -	$ 29,316,250.64
Certificates of Obligation 2025	$ 199,018,475.03	$ 608,733.15	$ -	$ 1,532,948.68	$ 198,094,259.50
Certificates of Obligation 2026	$ 99,355,955.56	$ 305,270.86	$ -	$ 196,129.90	$ 99,465,096.52
FM 110 Trans Reinvestment Zone No 1 Fund	$ 3,793,721.41	$ 11,676.97	$ -	$ -	$ 3,805,398.38
LCRA Service Fee Fund	$ -	$ -	$ -	$ -	$ -
Hays County Interest & Sinking Fund	$ 27,773,826.80	$ 86,280.86	$ 506,490.13	$ -	$ 28,366,597.79
All TexPool Funds	$ 509,913,728.14	$ 1,543,526.45	$ 21,242,621.50	$ 31,715,481.25	$ 500,984,394.84

Hays County Treasurer's Report
Investments Summary For The Month of May 2026

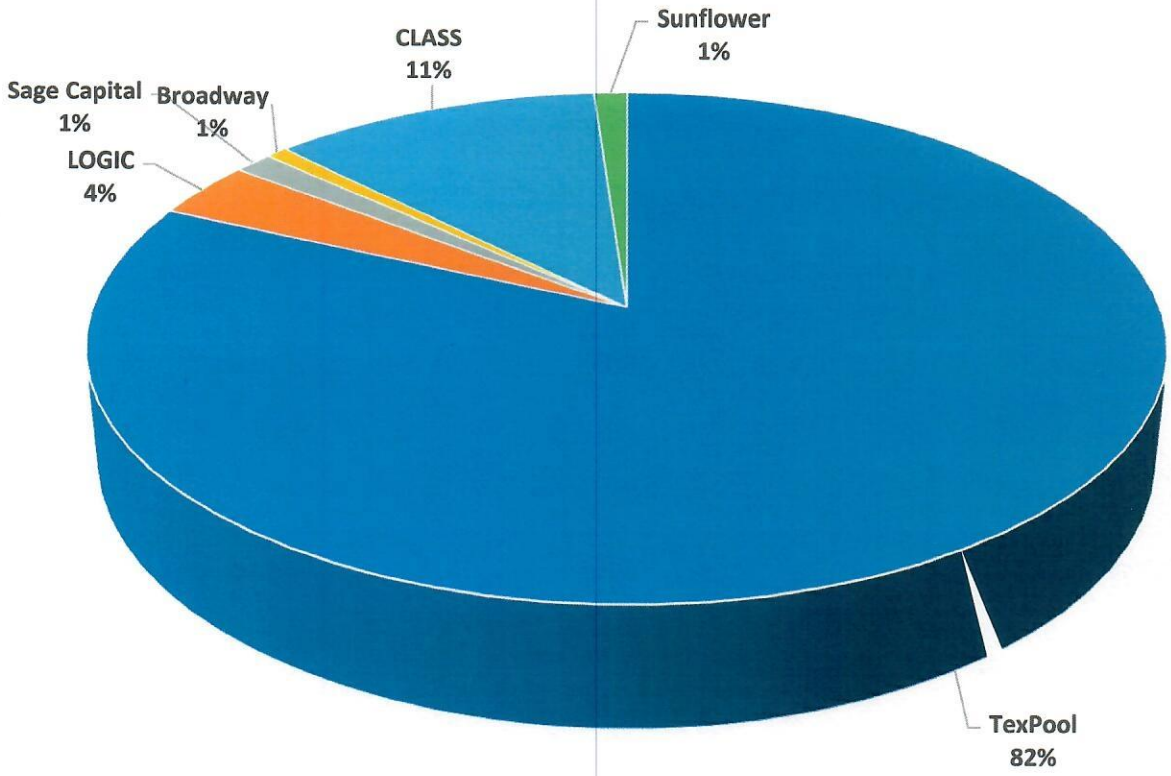
CLASS - MBIA **Average Monthly Rate** 3.7477% **Net Asset Value** $ 0.99991

Description	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
General Fund	$ 21,645,382.00	$ 68,998.84	$ -	$ -	$ 21,714,380.84
Road and Bridge General Fund	$ 2,182,340.53	$ 8,247.96	$ 2,500,000.00	$ -	$ 4,690,588.49
Sheriff's Drug Forfeiture Fund	$ 86,352.88	$ 275.27	$ -	$ -	$ 86,628.15
District Attorney Drug Forfeiture Fund	$ 75,399.12	$ 240.34	$ -	$ -	$ 75,639.46
HC Local Provider Participation Fund	$ 478.78	$ 3,617.23	$ 7,000,000.00	$ -	$ 7,004,096.01
Historical Commission Trust	$ 153,471.74	$ 489.18	$ -	$ -	$ 153,960.92
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Parks Bond 2011	$ 8.57	$ -	$ -	$ -	$ 8.57
Priority Road Bond Series 2011	$ -	$ -	$ -	$ -	$ -
FM 110 Trans Reinvestment Zone No 1 Fund	$ 25,418,893.92	$ 82,009.05	$ 1,900,000.00	$ -	$ 27,400,902.97
Hays County Interest & Sinking Fund	$ 7,204,298.77	$ 24,178.95	$ 2,350,000.00	$ -	$ 9,578,477.72
CLASS - MBIA All Funds	$ 56,766,626.31	$ 188,056.82	$ 13,750,000.00	$ -	$ 70,704,683.13

LOGIC **Average Monthly Rate** 3.7475% **Net Asset Value** $ 0.99976

Description	Bal. 04/30/2026	Interest	Deposits	Debits	Bal. 05/31/2026
General Fund	$ 13,835,666.76	$ 44,037.65	$ -	$ -	$ 13,879,704.41
Road and Bridge General Fund	$ 607,314.87	$ 1,933.03	$ -	$ -	$ 609,247.90
Medical and Dental Fund	$ 5,401,185.21	$ 17,191.45	$ -	$ -	$ 5,418,376.66
District Attorney Drug Forfeiture Fund	$ 77.45	$ 0.26	$ -	$ -	$ 77.71
Health Services Grants Fund	$ 46.76	$ 0.06	$ -	$ -	$ 46.82
Family Health Services Fund	$ 541.65	$ 1.80	$ -	$ -	$ 543.45
Historical Commission Trust Fund	$ 8.95	$ -	$ -	$ -	$ 8.95
Certificates of Obligation 2009	$ -	$ -	$ -	$ -	$ -
Hays County Interest & Sinking Fund	$ 2,129,903.54	$ 6,779.27	$ -	$ -	$ 2,136,682.81
LOGIC All Funds	$ 21,974,745.19	$ 69,943.52	$ -	$ -	$ 22,044,688.71

Investment Allocation Totals:
May 2026



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Daphne Tenorio, Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

AGENDA ITEM REQUEST FORM: G. 6.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Scot Woodland, Budget Officer

Sponsor: Judge Becerra

Agenda Item:

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2026 monthly financial reporting. **BECERRA/WOODLAND**

Summary:

Budget Amendments are for line item transfers within various departments and special revenue funds. No additional funds are required.

Fiscal Impact:

Amount Requested: No additional funds required
Line Item Number: Various

Budget Office:

Source of Funds: Various
Budget Amendment Required Y/N?: Yes
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: TBD
New Revenue Y/N?: TBD
Comments:

AGENDA ITEM REQUEST FORM: G. 7.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Smith

Agenda Item

Approve Utility Permits. **INGALSBE/SMITH/A.JONES**

Summary

- TRN-2026-10562-UTL (Pct.1) /
- TRN-2026-10720-UTL (Pct.1 /
- TRN-2026-10838-UTL (Pct.4) /
- TRN-2026-11084-UTL (Pct.3) /
- TRN-2026-11094-UTL (Pct.4)

Please see attachments for details.

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 02/16/2026 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 5123483969
Contact Name: Robert Davila

Engineer / Contractor Information:

Name: SLP Cable
Address: 6918 Twilight Mesa Austin TX 78737
Phone: 5124131420
Contact Name: Jim Bauer

Hays County Information:

Utility Permit Number: TRN-2026-10562-UTL
Type of Utility Service: Telecom Fiber
Project Description:
Road Name(s): Crosswinds Pkwy
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ?

- [x] 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 HANDHOLE DETAILS
7. TRAFFIC CONTROL DETAILS

Spectrum

SPECTRUM
6464477
SMB MFI CROSSWINDS MARKET
BURIED IMPROVEMENTS

149 LF OF DIRECTIONAL BORE
28 LF OF OPEN TRENCH

LOCATION MAP N.T.S.

PROJECT INFORMATION:

STREET ADDRESS:
121 CROSSWINDS PKWY,
NIEDERWALD, TX 78640

OWNER:
ROBERT DAVILA
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
ROBERT.DAVILA@CHARTER.COM
512-539-1828

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: 1/26/2026

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: 1/26/2026 8:45 AM S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2026\2605-26-C037 SMB MFI Crosswinds Market (6464477)\CADD\UNDERGROUND DESIGN\6464477_SMB MFI CROSSWINDS MARKET_UG PLAN SHEETS.dwg SAVED: 1/26/2026 8:44 AM SAVED BY: Asommer
USER: Andrew Sommer

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 48 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 42 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.

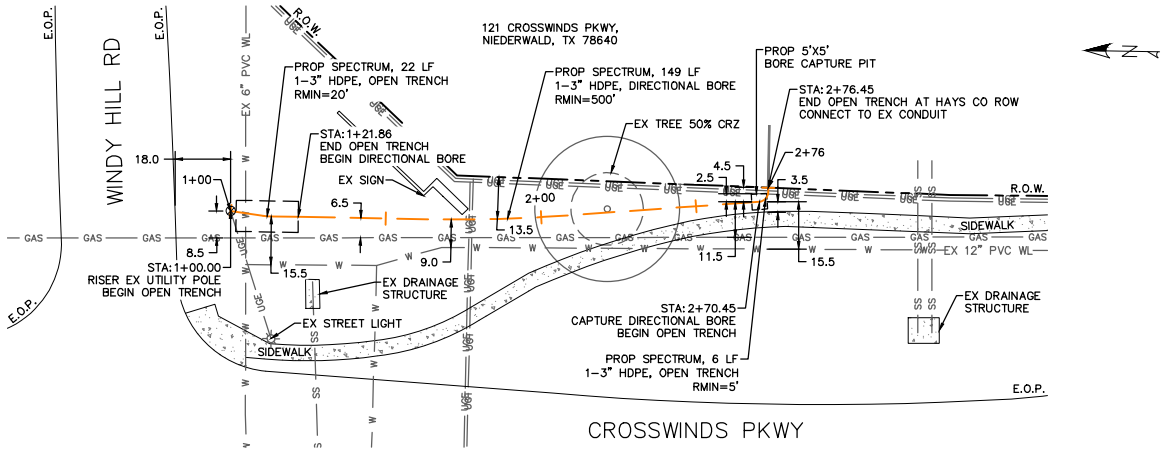
Spectrum

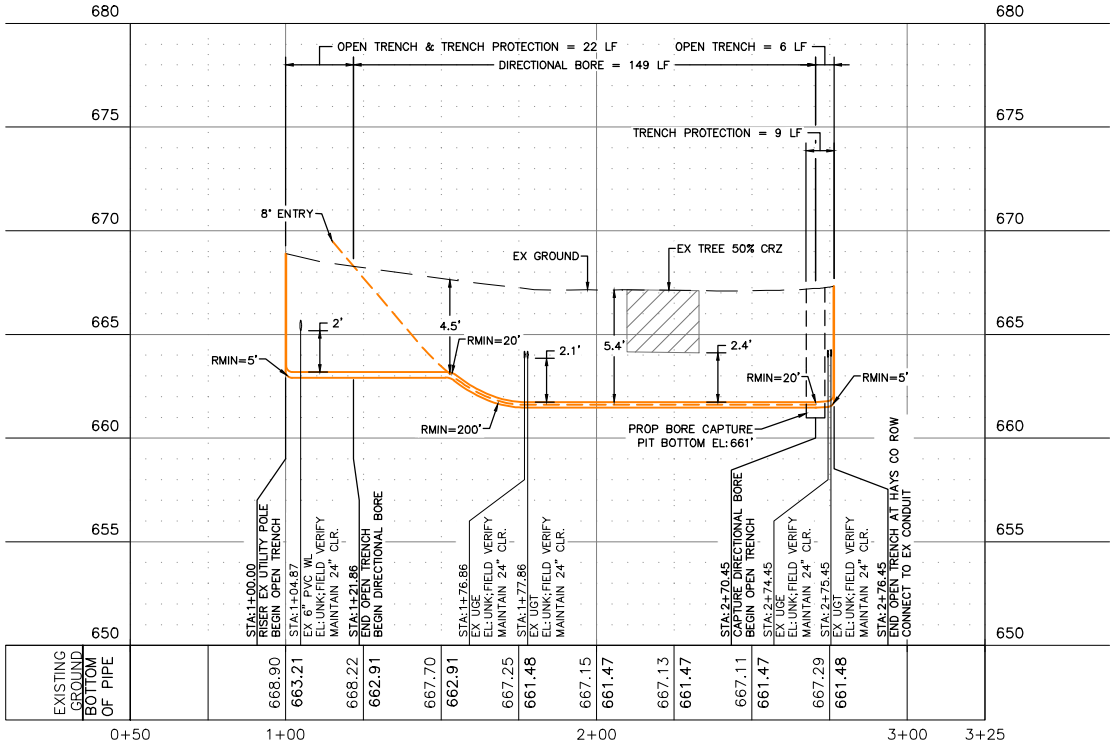
LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
6464477
SMB MFI CROSSWINDS MARKET

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:	2605-26-C037		
DATE:	1/26/2026	PAGE:	2





HORIZONTAL SCALE : 1" = 40'
VERTICAL SCALE : 1" = 6'

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.

811 Know what's below. Call before you dig.

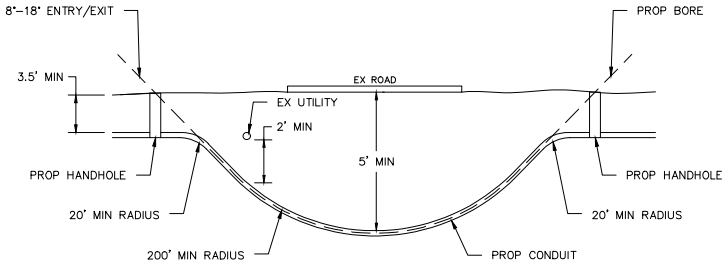
Spectrum

LJA ENGINEERING, INC
FRN - F-1386

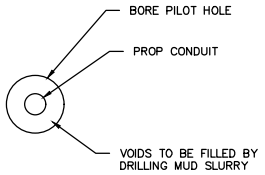
SPECTRUM
6464477
SMB MFI CROSSWINDS MARKET

BURIED IMPROVEMENTS
UTILITY PLAN & PROFILE STA 1+00 – END

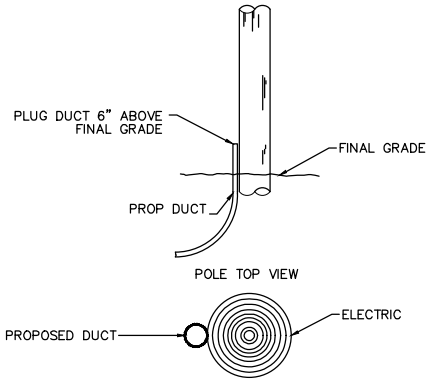
DESIGN BY:	AS	SCALE:	
DRAWN BY:	AS	HORIZONTAL:	1"=40'
CHECKED BY:	RS	VERTICAL:	1"=6'
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-26-C037	PAGE:	3
DATE:	1/26/2026		



TYPICAL DIRECTIONAL BORE AND TRENCH CONDUIT PROFILE
N.T.S.



DIRECTIONAL BORE CONDUIT
N.T.S.



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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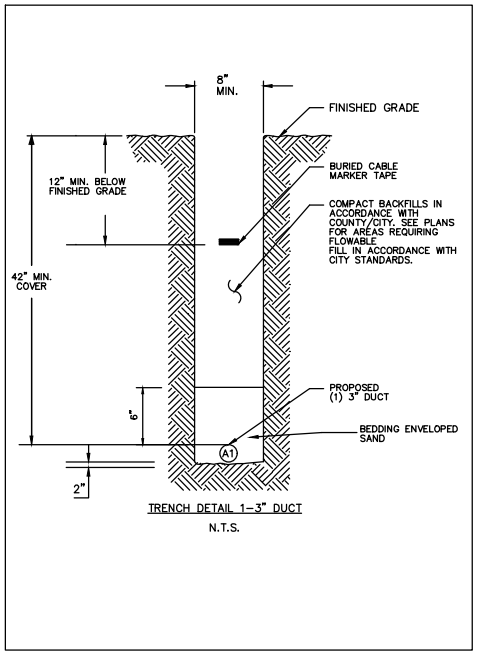
SPECTRUM
6464477
SMB MFI CROSSWINDS MARKET

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:	2605-26-C037	PAGE:	4
DATE:	1/26/2026		



TRENCH DETAIL 1-3" DUCT

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.

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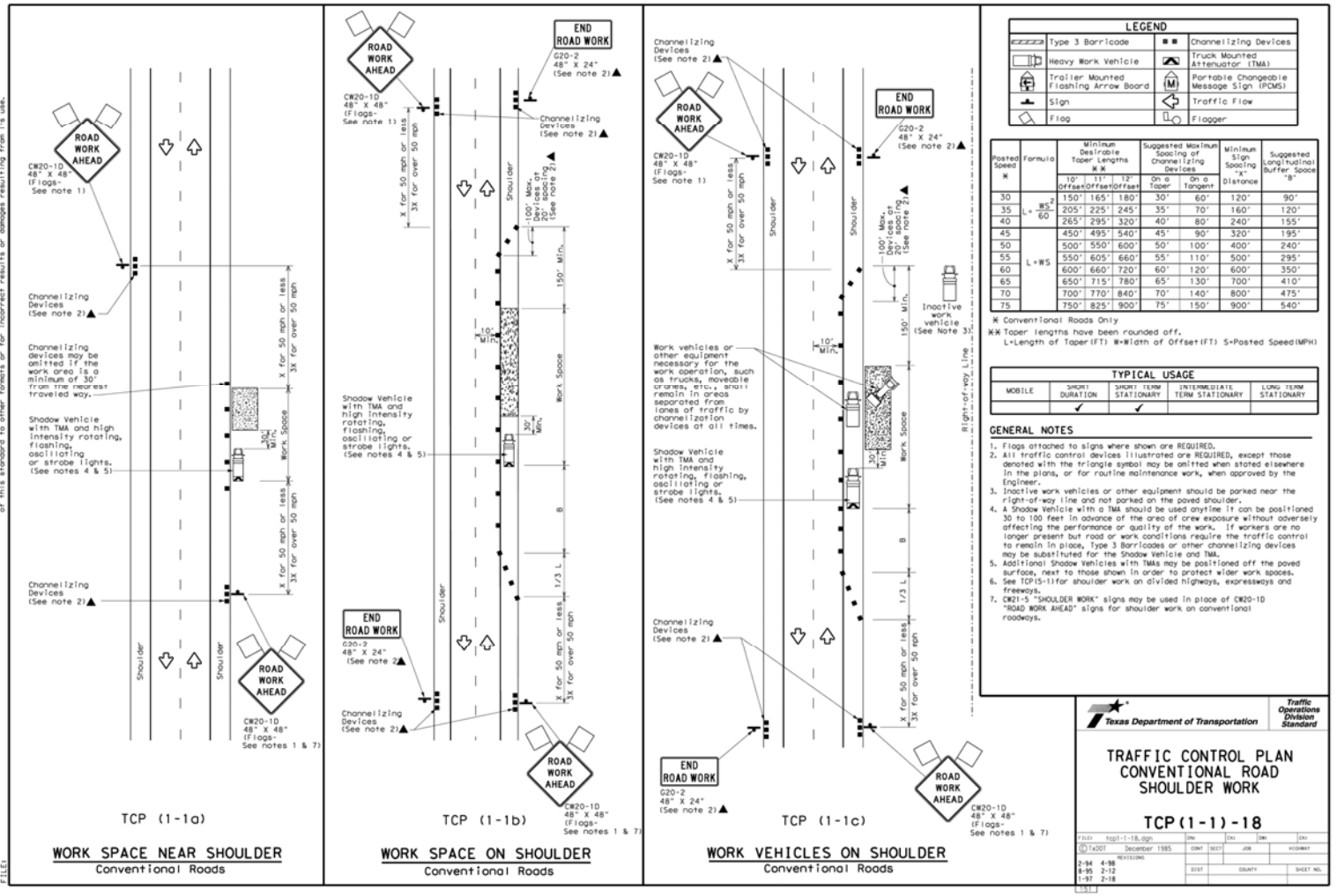
Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
6464477
SMB MFI CROSSWINDS MARKET

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: 2605-26-C037		PAGE:	5
DATE: 1/26/2026			



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"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* 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. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. 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.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn — DN: CK: DW: CK:
©TxDOT December 1985 — CONT SECT JOB HIGHWAY
REVISIONS
2-94 4-98
8-95 2-12
1-97 2-18
DIST COUNTY SHEET NO.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made to any person or entity whatsoever, express or implied, with respect to the accuracy of the information contained in this standard or the fitness or suitability of this standard for any purpose or for incorrect results or damages resulting from its use.

DATE:
FILE:

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
6464477
SMB MFI CROSSWINDS MARKET

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:	2605-26-C037	PAGE:	6
DATE:	1/26/2026		

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 03/11/2026 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 5122026334
Contact Name: Jesus Rangel

Engineer / Contractor Information:

Name: Entrust Solution Group
Address: 1922 Dry Creek Way, Suite 116 SAN ANTONIO TX 78728
Phone: 7372422671
Contact Name: Marcus Jimenez

Hays County Information:

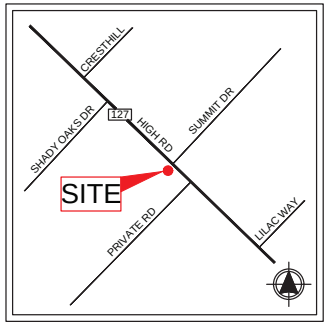
Utility Permit Number: TRN-2026-10720-UTL
Type of Utility Service: Telecom
Project Description:
Road Name(s): Summit Dr, High Rd
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ?

- [x] 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

NOTE:
THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED.
CALL: 1-800-344-8377

Pole A Location
Latitude: 29.994072°
Longitude: -97.813950°

3'x3' BORE

DIRECTIONAL BORE 59-LF & INSTALL:
(1) 2" HDPE CONDUIT - 60" MIN DEPTH
(1) FIBER OPTIC CABLE

3'x3' BORE
INSTALL NEW
VAULT (24"x36")

Bore Pit Location
Latitude: 29.993968°
Longitude: -97.814076°

DIRECTIONAL BORE 270-LF & INSTALL:
(1) 2" HDPE CONDUIT - 60" MIN DEPTH
(1) FIBER OPTIC CABLE

PULL THRU

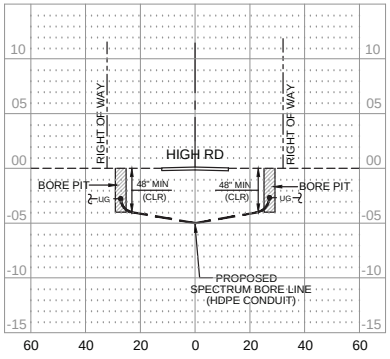
3'x3' BORE
INSTALL NEW
VAULT (24"x36")

Bore Pit Location
Latitude: 29.993439°
Longitude: -97.813453°

SUMMIT DR
HIGH RD (CR-127)
RIVATE RD

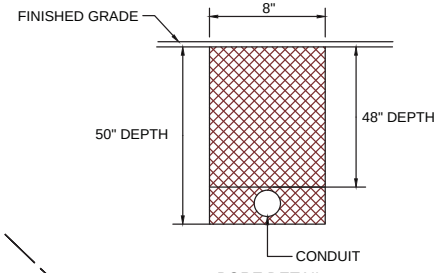
100 SUMMIT DR, KYLE, TX 78640
101 SUMMIT DR, KYLE, TX 78640
750 HIGH DR, KYLE, TX 78640
735 HIGH DR, KYLE, TX 78640
100 HIGH DR, KYLE, TX 78640
790 HIGH DR, KYLE, TX 78640

CROSS SECTION



PROPOSED CONDUIT WILL CLEAR A MINIMUM OF 2' FROM ALL UNDERGROUND EXISTING UTILITIES AND DRAINAGE STRUCTURES FROM HORIZONTAL AND VERTICAL CLEARANCE.

NO FACILITIES OF HIGH RD WERE MARKED IN FIELD. LOCATES WERE NOT MARKED



BORE DETAIL
NTS

Spectrum

PROJECT	MMLB FIBER CHTRQ#544331 VERIZON WIRELESS-BEBE
LOCATION	796 HIGH ROAD UNIT B
DRAWN	ENTRUST
DATE	07-07-26
SCALE	NTS
APPLICATION	COUNTY PERMIT
PROJECT #	6278163
CITY	KYLE, TX
PAGE	1 OF 1
APPROVED BY:	RUSTY DICKSON

LEGEND

- 3'x3' BORE PIT
- POLE RISER
- NEW VAULT
- 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 SOLUTIONS GROUP
A Leidos Company

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 5/1/2026 .

Utility Company Information:

Name: WTCPUA
Address: 13215 Bee Cave Parkway Building B, Suite 110 Dripping Springs TX
Phone: 5122630100
Contact Name:

Engineer / Contractor Information:

Name: American Constructors
Address: 11900 W. Parmer Lane, Suite 200 Cedar Park TX 78613
Phone: 5123282026
Contact Name: Daniel Lind

Hays County Information:

Utility Permit Number: TRN-2026-10838-UTL
Type of Utility Service: potable water
Project Description:
Road Name(s): Darden Hill 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

DRIPPING SPRINGS HIGH SCHOOL NO. 2

DRIPPING SPRINGS I.S.D.
10853 DARDEN HILL ROAD
DRIFTWOOD, TX 78619

LAND OWNER/DEVELOPER:
DRIPPING SPRINGS I.S.D.
300 SPORTSPLEX DRIVE
DRIPPING SPRINGS, TX 78620
PH: (512) 858-3079
CONTACT: JAMES CONKLE

FACILITIES OWNER:
WEST TRAVIS COUNTY PUA
13215 BEE CAVE PARKWAY BUILDING B, SUITE 110
BEE CAVE, TX 78738
512-263-0100
jeichers@wtcpua.org

CONTRACTOR/PERSON RESPONSIBLE FOR MAINTENANCE OF EROSION CONTROLS AND TREE/NATURAL AREA PROTECTION:
AMERICAN CONSTRUCTORS
11900 W. PARMER LANE, SUITE 200
CEDAR PARK, TX 78613
PH: (512) 328-2026
CONTACT: DANIEL LIND

ENGINEER/OWNER'S REPRESENTATIVE RESPONSIBLE FOR PLAN ALTERATIONS:
WALKER PARTNERS
6504 BRIDGE POINT PARKWAY, SUITE 200
AUSTIN, TX 78730
PH: 512-382-0031
CONTACT: DAVID P. SMITH, P.E., CFM

ARCHITECT:
VLK ARCHITECTS, INC.
2700 VIA FORTUNA, SUITE 230
AUSTIN, TX 78746
PH: 512-807-3145
CONTACT: BRIAN COTSWORTH, AIA

LANDSCAPE:
BLU FISH COLLABORATIVE
P.O. BOX 40792
AUSTIN, TX 78704
PH: 512-388-4115
CONTACT: WHITNEY BLUNT, PLA, ASLA, LI

LEGAL DESCRIPTION:
- 5.0 ACRES OF LOT 74, ONION CREEK RANCH SUBDIVISION (VOL. 8, PG 65 P.R.H.C.T. AND 150.74 ACRES OF DRIPPING SPRINGS (DOC. NO. 2010026988, O.P.R.) BEING OF THE FANNY A.D. DARDEN SURVEY ABSTRACT NO. 664 HAYS COUNTY, TEXAS.

WATERSHED:
- THIS PROJECT IS LOCATED WITHIN THE ONION CREEK WATERSHED.

FLOODPLAIN:
- NO PORTION OF THE SITE LIES WITHIN A DESIGNATED FLOODPLAIN. THE SITE LIES WITHIN 'ZONE X- AREA OF MINIMAL FLOOD HAZARD' ACCORDING TO FEMA FIRM PANEL NO. 48209C 0140G DATED JANUARY 17, 2025.

EDWARDS AQUIFER NOTE:
- ACCORDING TO TCEQ, THE PROPERTY IS WITHIN THE EDWARD'S AQUIFER CONTRIBUTING ZONE. STORM WATER QUALITY MEASURES (I.E. WATER QUALITY PONDS) ARE REQUIRED. THIS SITE IS UNDER THE MEMORANDUM OF UNDERSTANDING (M.O.U.) BETWEEN LCRA AND THE US FISH AND WILDLIFE SERVICES (USFWS). TO COMPLY WITH THE M.O.U., THE TCEQ'S OPTIONAL ENHANCED MEASURES WILL APPLY TO THE SITE AND TO THE DESIGN OF THE STORM WATER QUALITY MEASURES.

WATERS OF THE U.S.:
- NONE

ZONING:
- THE PROPERTY IS IN THE CITY OF DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION (ET.J) AND IS NOT ZONED.

BENCHMARKS:
-

WATER & WASTEWATER:
- WATER SERVICE WILL BE PROVIDED BY THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY "WTCPUA".
- WASTEWATER TREATMENT AND DISPOSAL WILL BE PROVIDED BY AN ON-SITE TREATMENT FACILITY AND ON-SITE LAND APPLICATION OF TREATED EFFLUENT (SEPARATE PERMIT).

ELECTRIC SERVICE:
- PEDERNALES ELECTRIC COOPERATIVE (PEC)

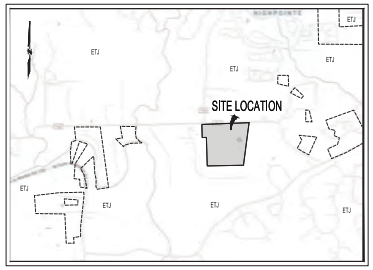
EASEMENT DOCUMENTS:
-

RELATED CASES:
- CYPRESS SPRINGS ELEMENTARY SCHOOL (SD 2020-1412)
- WTCPUA PROJECT NUMBER 290-20-004

NOTES:
1. STORM WATER UTILITIES AND POND MAINTENANCE WILL BE PROVIDED BY OWNER.
2. THERE ARE NO PUBLIC STREETS PROPOSED WITHIN THE PROPERTY WITH THIS PERMIT.

WTCPUA NOTES:
1. THE PUBLIC UTILITY AGENCY IS THE RETAIL WATER PROVIDER.
2. a. 156 DOMESTIC WATER LUEs
b. 0 WASTEWATER LUEs
c. 0 LUEs APPROVED FOR IRRIGATION (CONDITION OF NSSA)
3. WTCPUA DOES NOT GUARANTEE FIRE FLOW.
4. A WTCPUA REPRESENTATIVE MUST BE PRESENT AT THE TIME OF CONNECTION TO THE EXISTING SYSTEM.
5. ALL WATER AND WASTEWATER INFRASTRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF AUSTIN WATER AND WASTEWATER CONSTRUCTION SPECIFICATIONS AND WITH MATERIALS FROM THE CURRENT APPROVED CITY OF AUSTIN STANDARD PRODUCTS LIST (SPL).

RESPONSIBILITY AND ADEQUACY NOTE:
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE WTCPUA MUST RELY UPON THE ADEQUACY OF WORK OF THE DESIGN ENGINEER.



VICINITY MAP
SCALE: N.T.S.

ORIGINAL SUBMITTAL DATE: 8/15/2025
BY: WALKER PARTNERS, LLC

DAVID P SMITH, P.E. 2/4/2026 DATE

REVIEWED BY:

TORY CARPENTER DATE
CITY OF DRIPPING SPRINGS SITE DEVELOPMENT

CHAD GILPIN DATE
CITY ENGINEER
CITY OF DRIPPING SPRINGS SITE DEVELOPMENT PERMIT #SD2025-010

HAYS COUNTY FIRE MARSHALL DATE

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DATE
PROJECT #290-25-019/PW-2025-36-SER

HAYS COUNTY TRANSPORTATION DEPARTMENT DATE

WTCPUA PROJECT NUMBER: 290-25-019/PW-2025-36-SER
HAYS COUNTY TAX ID TRACT NUMBERS:
10-0664-0047-00002-4 AND 11-6089-0000-07400-4

WTCPUA NOTE:

WTCPUA 290 WATER SYSTEM GRID AT13, AU13 – DARDEN HILL 16" WATER LINE IMPROVEMENTS (EXTENSION TO PROPOSED SAWYER RANCH WATER LINE) - 1420 HGL.

NOTE:
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF WORK OF THE DESIGN ENGINEER.

A WATER QUALITY BMP MAINTENANCE PLAN HAS BEEN PREPARED FOR THIS DEVELOPMENT AND IS RECORDED IN DOCUMENT # _____, PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

!!! CAUTION !!!
EXISTING OVERHEAD UTILITIES IN VICINITY CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES

!!! WARNING !!!
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATOR SERVICE AT (800) 344-8377 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

"RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS"

NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO.'S	TOTAL SHTS IN PLAN SET	NET CHANGE IPM. COVER	SITE IMP. COVER	% SITE IMP. COVER	APPROVED /DATE	IMAGED /DATE

Sheet List Table

Sheet Number	Sheet Title
C0.0	COVER SHEET
C0.1	ABBREVIATIONS & LEGENDS
C0.2	CONSTRUCTION NOTES
C1.0	SHT_SURVEY - SURVEY (1 OF10)
C1.1	SHT_SURVEY - SURVEY (2 OF 10)
C1.2	SHT_SURVEY - SURVEY (3 OF 10)
C1.3	SHT_SURVEY - SURVEY (4 OF 10)
C1.4	SHT_SURVEY - SURVEY (5 OF 10)
C1.5	SHT_SURVEY - SURVEY (6 OF 10)
C1.6	SHT_SURVEY - SURVEY (7 OF 10)
C1.7	SHT_SURVEY - SURVEY (8 OF 10)
C1.8	SHT_SURVEY - SURVEY (9 OF 10)
C1.9	SHT_SURVEY - SURVEY (10 OF 10)
C2.0	EXISTING CONDITIONS AND DEMO PLAN
C3.0	EXISTING DRAINAGE AREA MAP
C3.1	PROPOSED DRAINAGE AREA MAP
C4.0	TEMP ESC PLAN - SECTION 1
C4.1	TEMP ESC PLAN - SECTION 2
C4.2	TEMP ESC PLAN - SECTION 3
C4.3	TEMP ESC PLAN - TREE LIST (1 OF 2)
C4.4	TEMP ESC PLAN - TREE LIST (2 OF 2)
C4.5	GRADING PERMIT PLAN
C5.0	OVERALL SITE PLAN
C5.1	SITE PLAN - SECTION 1
C5.2	SITE PLAN - SECTION 2
C5.3	SITE PLAN - SECTION 3
C5.4	SITE PLAN - SECTION 4
C5.5	SITE PLAN - SECTION 5
C5.6	SITE PLAN - SECTION 6
C5.7	SITE PLAN - SECTION 7
C5.8	SITE PLAN - SECTION 8
C5.9	SITE PLAN - SECTION 9
C5.10	PAVEMENT PLAN
C6.0	OVERALL GRADING PLAN
C6.1	GRADING PLAN - SECTION 1
C6.2	GRADING PLAN - SECTION 2
C6.3	GRADING PLAN - SECTION 3
C6.4	GRADING PLAN - SECTION 4
C6.5	GRADING PLAN - SECTION 5
C6.6	GRADING PLAN - SECTION 6
C6.7	GRADING PLAN - SECTION 7
C6.8	GRADING PLAN - SECTION 8
C6.9	GRADING PLAN - SECTION 9
C7.0	OVERALL WATER PLAN
C7.1	WATER PLAN - SECTION 1
C7.2	WATER PLAN - SECTION 2
C7.3	WATER PLAN - SECTION 3
C7.4	WATER PLAN - SECTION 4
C7.5	WATER PLAN - SECTION 5
C7.6	WATER PLAN - SECTION 6
C7.7	WATER PLAN - SECTION 7
C7.8	WATER PROFILE WL-A
C7.9	WATER PROFILE WL-B
C7.10	WATER PROFILE WL-C
C7.11	WATER PROFILE WL C1, C2 & C3
C8.0	WASTEWATER PLAN - SECTION 1
C8.1	WASTEWATER PLAN - SECTION 2
C8.2	WASTEWATER PLAN - SECTION 3
C9.0	STORM SEWER PLAN - SECTION 1
C9.1	STORM SEWER PLAN - SECTION 2
C9.2	STORM SEWER PLAN - SECTION 3
C9.3	STORM SEWER PLAN - SECTION 4
C9.4	STORM SEWER PLAN - SECTION 5
C9.5	STORM SEWER PLAN - SECTION 6
C9.6	STORM SEWER PLAN - SECTION 7
C9.7	STORM SEWER PLAN - SECTION 8
C9.8	BYPASS CHANNEL PROFILE (1 OF 2)
C9.9	BYPASS CHANNEL PROFILE (2 OF 2)
C10.0	POND 1 PLAN
C10.1	POND 2 PLAN
C10.2	POND DETAILS 1
C10.3	POND DETAILS 2
C11.0	CONSTRUCTION DETAILS (1 of 5)
C11.1	CONSTRUCTION DETAILS (2 of 5)
C11.2	CONSTRUCTION DETAILS (3 of 5)
C11.3	CONSTRUCTION DETAILS (4 of 5)
C11.4	CONSTRUCTION DETAILS (5 of 5)

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150.74 ACRES, H.C.C.D. 2010-10026988, VOL. 3976, PG. 755 O.P.R.H.C.T.
LOT 74, ONION CREEK RANCH SUBDIVISION VOL. 8, PG. 65, O.P.R.H.C.T.
TOTAL SITE ACREAGE: 155.74

DRIPPING SPRINGS ISD
300 SPORTSPLEX DRIVE, DRIPPING SPRINGS, TX 78620

DRIPPING SPRINGS HS No.2

Issued For Permit

DAVID P. SMITH 56230 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS

ISSUED: June 2, 2026

REVISIONS

Revision No.	Revision Date

Director
Approver
Designer
Designer
Proj. Arch.
Checker

Drawn By
Author
Quality Control

PROJECT NO.
23-134.00

SHEET TITLE
COVER SHEET

SHEET NO.
C0.0

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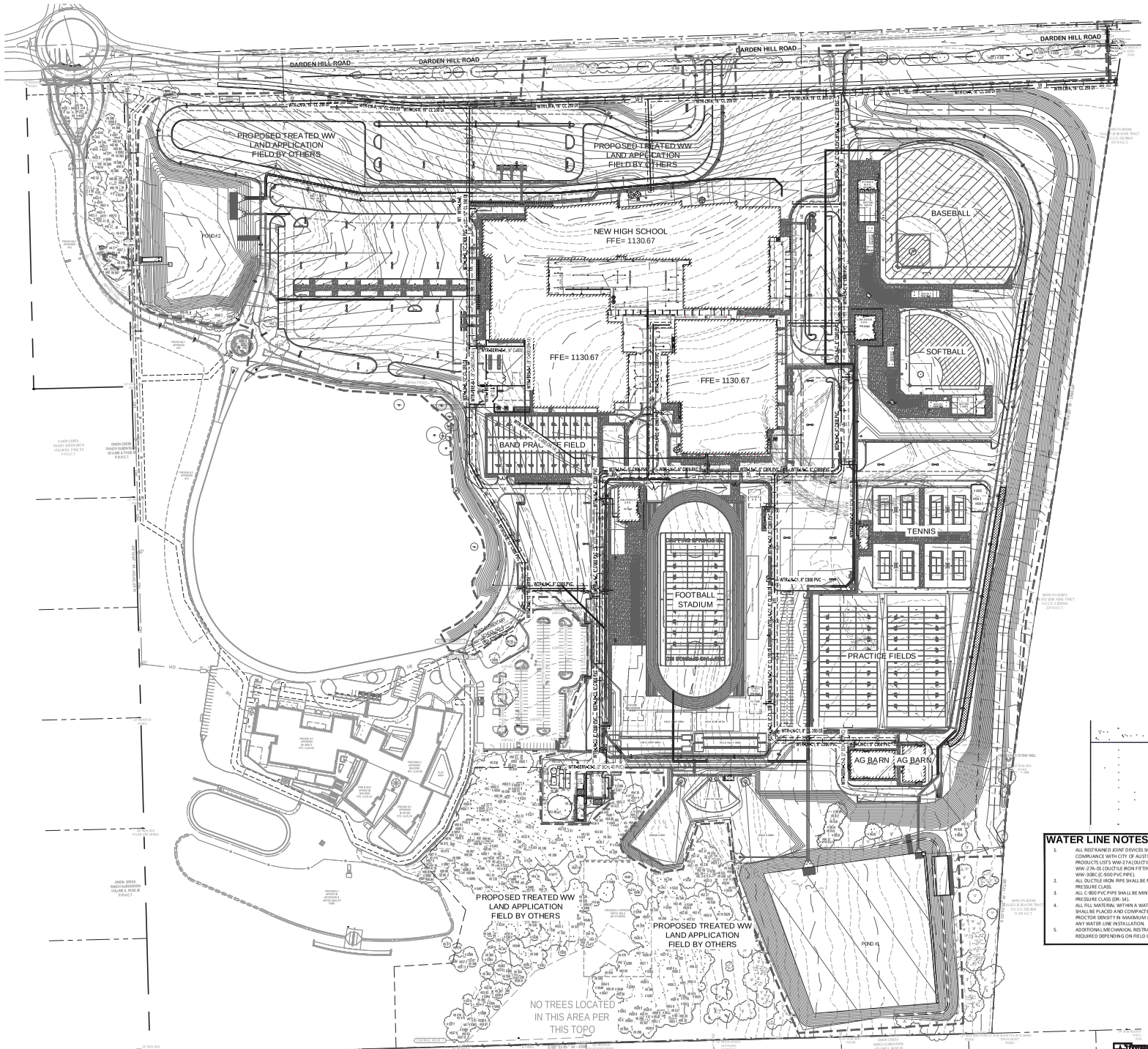
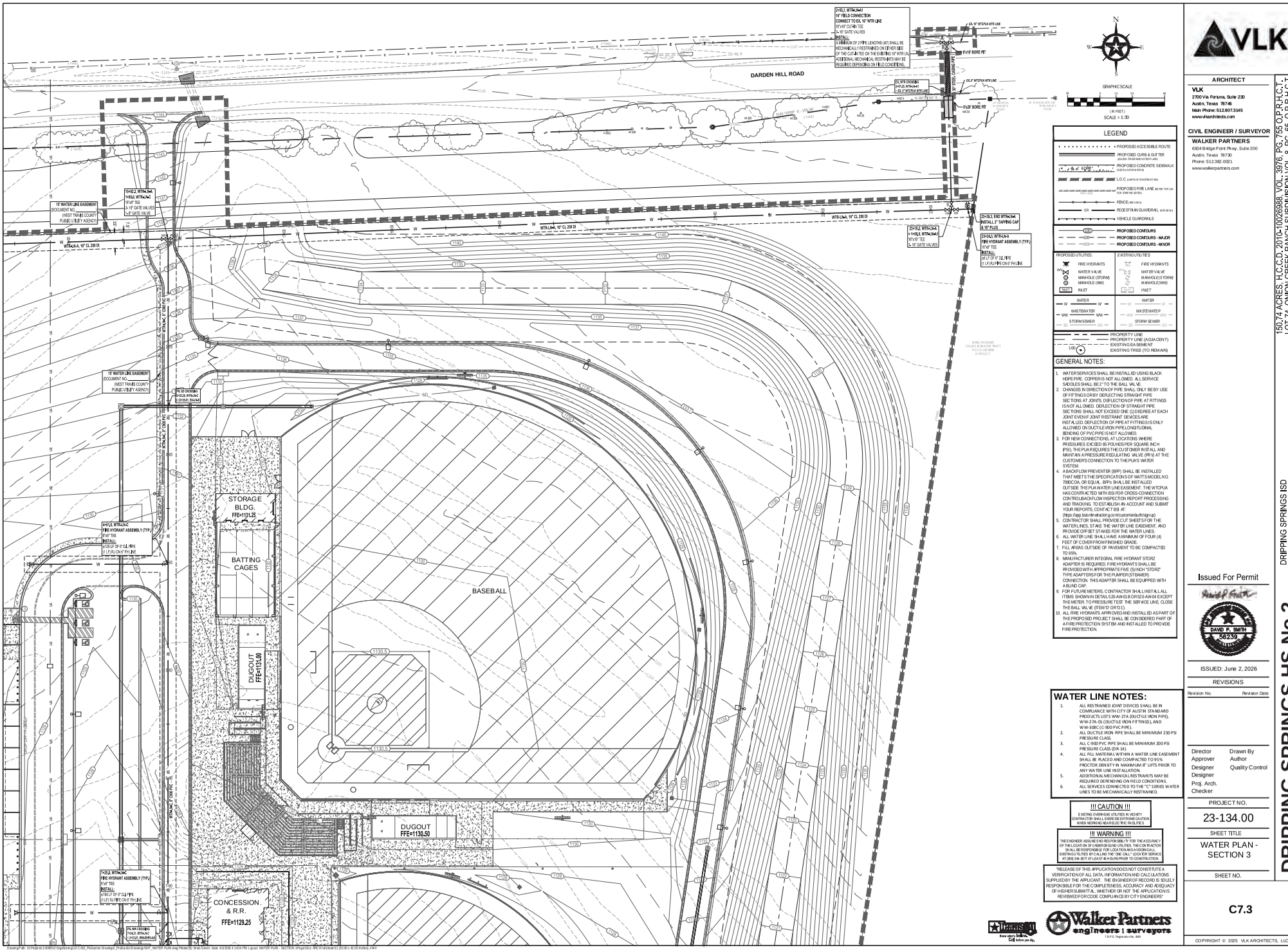

DARDEN HILL ROAD
DARDEN HILL ROAD
DARDEN HILL ROAD
PROPOSED TREATED WW LAND APPLICATION FIELD BY OTHERS
PROPOSED TREATED WW LAND APPLICATION FIELD BY OTHERS
NEW HIGH SCHOOL FFE= 1130.67
FFE= 1130.67
FFE= 1130.67
BASEBALL
SOFTBALL
BAND PRACTICE FIELD
TENNIS
FOOTBALL STADIUM
PRACTICE FIELDS
AG BARN
AG BARN
POND #2
POND #1
PROPOSED TREATED WW LAND APPLICATION FIELD BY OTHERS
PROPOSED TREATED WW LAND APPLICATION FIELD BY OTHERS
NO TREES LOCATED IN THIS AREA PER THIS TOPO
DRIPPING SPRINGS RD
DRIPPING SPRINGS RD
UNION CREEK RANCH SUBDIVISION VOLUME 8, PAGE 89 P.A.H.C.T.
UNION CREEK RANCH SUBDIVISION VOLUME 8, PAGE 89 P.A.H.C.T.
UNION CREEK RANCH SUBDIVISION VOLUME 8, PAGE 89 P.A.H.C.T.
UNION CREEK RANCH SUBDIVISION VOLUME 8, PAGE 89 P.A.H.C.T.
MARILYN ADAMS 10.00 ACRE TRACT A.C.C.O. 2003 064 O.



LEGEND

- PROPOSED ACCESSIBLE ROUTE
- PROPOSED CURB & GUTTER (VALUES ON GRADE NOTED AS %)
- PROPOSED CONCRETE SIDEWALK (SLOPE IN FLAT AREAS NOTED AS %)
- L.O.C. (LIMITS OF CONSTRUCTION)
- PROPOSED FIRE LANE (INSIDE TOP LINE FOR STRIPING NOTES)
- FENCE (REF. # INCH)
- PEDESTRIAN GUARDRAIL (REF. # OF FT)
- VEHICLE GUARDRAILS
- PROPOSED CONTOURS
- PROPOSED CONTOURS - MAJOR
- PROPOSED CONTOURS - MINOR

PROPOSED UTILITIES:	EXISTING UTILITIES
FIRE HYDRANTS	FIRE HYDRANTS
WATER VALVE	WATER VALVE
MANHOLE (STORM)	MANHOLE (STORM)
MANHOLE (WW)	MANHOLE (WW)
INLET	INLET
WATER	WATER
WASTEWATER	WASTEWATER
STORM SEWER	STORM SEWER

- PROPERTY LINE
- PROPERTY LINE (ADJACENT)
- EXISTING EASEMENT
- EXISTING TREE (TO REMAIN)

GENERAL NOTES:

1. WATER SERVICES SHALL BE INSTALLED USING BLACK HDPE PIPE. COPPER IS NOT ALLOWED. ALL SERVICE SADDLES SHALL BE 2" TO THE BALL VALVE.
2. CHANGES IN DIRECTION OF PIPE SHALL ONLY BE BY USE OF FITTINGS OR BY DEFLECTING STRAIGHT PIPE SECTIONS AT JOINTS. DEFLECTION OF PIPE AT FITTINGS IS NOT ALLOWED. DEFLECTION OF STRAIGHT PIPE SECTIONS SHALL NOT EXCEED ONE (1) DEGREE AT EACH JOINT EVEN IF JOINT RESTRAINT DEVICES ARE INSTALLED. DEFLECTION OF PIPE AT FITTINGS IS ONLY ALLOWED ON DUCTILE IRON PIPE LONGITUDINAL BENDING OF PVC PIPE IS NOT ALLOWED.
3. FOR NEW CONNECTIONS, AT LOCATIONS WHERE PRESSURES EXCEED 85 POUNDS PER SQUARE INCH (PSI), THE PUA REQUIRES THE CUSTOMER INSTALL AND MAINTAIN A PRESSURE REGULATING VALVE (PRV) AT THE CUSTOMER'S CONNECTION TO THE PUA'S WATER SYSTEM.
4. A BACKFLOW PREVENTER (BFP) SHALL BE INSTALLED THAT MEETS THE SPECIFICATIONS OF WATTS MODEL NO. 709DCDA, OR EQUAL. BFPs SHALL BE INSTALLED OUTSIDE THE PUA WATER LINE EASEMENT. THE WTCPUA HAS CONTRACTED WITH BSI FOR CROSS-CONNECTION CONTROL/BACKFLOW INSPECTION REPORT PROCESSING AND TRACKING. TO ESTABLISH AN ACCOUNT AND SUBMIT YOUR REPORTS, CONTACT BSI AT: (https://app.bsionlinetracking.com/customer/authsignup)
5. CONTRACTOR SHALL PROVIDE CUT SHEETS FOR THE WATER LINES, STAKE THE WATER LINE EASEMENT, AND PROVIDE OFFSET STAKES FOR THE WATER LINES.
6. ALL WATER LINE SHALL HAVE A MINIMUM OF FOUR (4) FEET OF COVER FROM FINISHED GRADE.
7. FILL AREAS OUTSIDE OF PAVEMENT TO BE COMPACTED TO 95%.
8. MANUFACTURER INTEGRAL FIRE HYDRANT STORZ ADAPTER IS REQUIRED. FIRE HYDRANTS SHALL BE PROVIDED WITH APPROPRIATE FIVE (5) INCH "STORZ" TYPE ADAPTERS FOR THE PUMPER (STEAMER) CONNECTION. THIS ADAPTER SHALL BE EQUIPPED WITH A BLIND CAP.
9. FOR FUTURE METERS, CONTRACTOR SHALL INSTALL ALL ITEMS SHOWN IN DETAILS 20-AW-01.B OR S20-AW-04 EXCEPT THE METER. TO PRESSURE TEST THE SERVICE LINE, CLOSE THE BALL VALVE (ITEM 'D' OR 'D1').
10. ALL FIRE HYDRANTS APPROVED AND INSTALLED AS PART OF THE PROPOSED PROJECT SHALL BE CONSIDERED PART OF A FIRE PROTECTION SYSTEM AND INSTALLED TO PROVIDE FIRE PROTECTION.

WATER LINE NOTES:

1. ALL RESTRAINED JOINT DEVICES SHALL BE IN COMPLIANCE WITH CITY OF AUSTIN STANDARD PRODUCTS LISTS WW-27A (DUCTILE IRON PIPE), W W-27A-DI (DUCTILE IRON FITTINGS), AND W W-30.BC (C-900 PVC PIPE).
2. ALL DUCTILE IRON PIPE SHALL BE MINIMUM 250 PSI PRESSURE CLASS.
3. ALL C-900 PVC PIPE SHALL BE MINIMUM 200 PSI PRESSURE CLASS (DR-14).
4. ALL FILL MATERIAL WITHIN A WATER LINE EASEMENT SHALL BE PLACED AND COMPACTED TO 95% PROCTOR DENSITY IN MAXIMUM 8" LIFTS PRIOR TO ANY WATER LINE INSTALLATION.
5. ADDITIONAL MECHANICAL RESTRAINTS MAY BE REQUIRED DEPENDING ON FIELD CONDITIONS.
6. ALL SERVICES CONNECTED TO THE "C" SERIES WATER LINES TO BE MECHANICALLY RESTRAINED.

!!! CAUTION !!!

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TOTAL SITE ACREAGE = 155.74

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DRIPPING SPRINGS HS No.2

Issued For Permit

DAVID P. SMITH 56230 LICENSED PROFESSIONAL ENGINEER

ISSUED: June 2, 2026

REVISIONS

Revision No.	Revision Date

Director	Drawn By
Approver	Author
Designer	Quality Control
Designer	
Proj. Arch.	
Checker	

PROJECT NO.
23-134.00

SHEET TITLE
WATER PLAN - SECTION 3

SHEET NO.
C7.3

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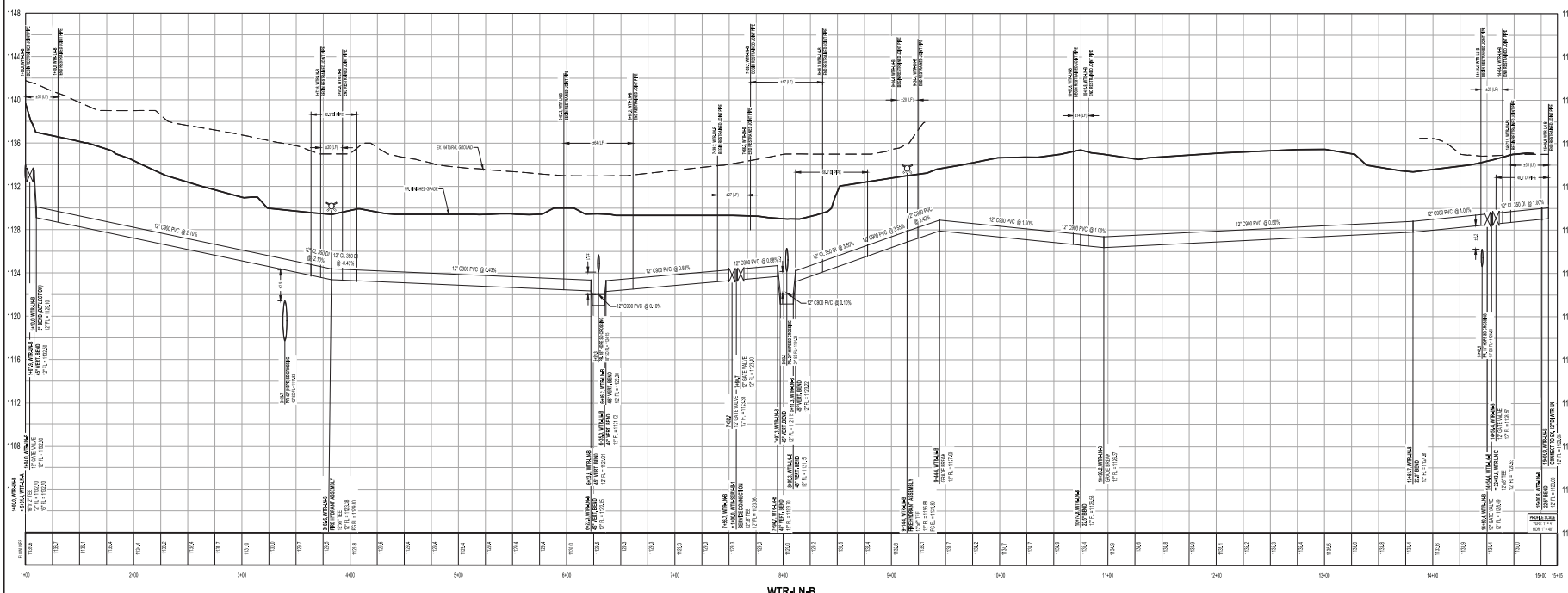
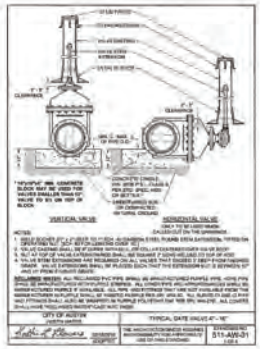
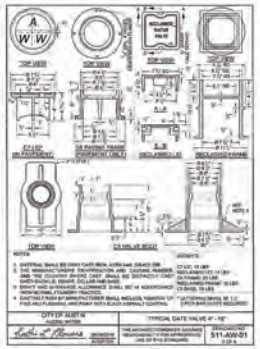
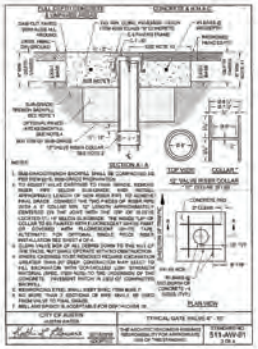
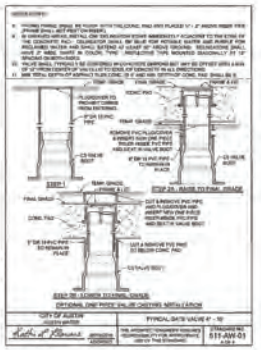
Drawing Path: G:\Projects\3.0 BISD Engineering\3.01 CAD_Production Drawings_Production\Drawings\SHT_WATER PLAN.dwg Plotted By: Brian Dotson Date: 4/3/2026 4:14:54 PM Layout: WATER PLAN - SECTION 3 Page Size: ARCH full bleed E1 (36.00 x 42.00 Inches) Units:

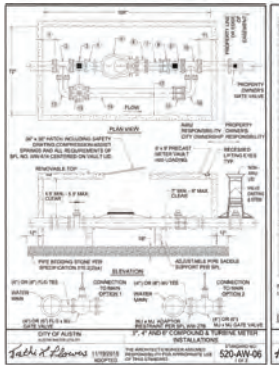

EX. NATURAL GROUND
FILL/RIDGE GRADE
12" C900 PVC @ 2.10%
12" C900 PVC @ 0.43%
12" C900 PVC @ 0.08%
12" C900 PVC @ 0.10%
12" C900 PVC @ 1.10%
12" C900 PVC @ 1.09%
12" C900 PVC @ 0.58%
12" C900 PVC @ 1.00%
12" CL 350 DI @ 2.10%
12" CL 350 DI @ 0.43%
12" CL 350 DI @ 0.58%
12" CL 350 DI @ 1.00%
12" CL 350 DI @ 1.00%
12" CL 350 DI @ 1.00

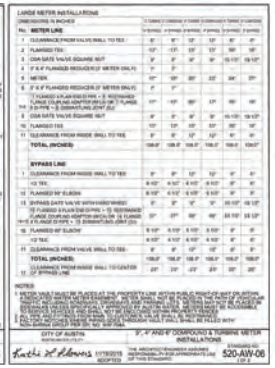


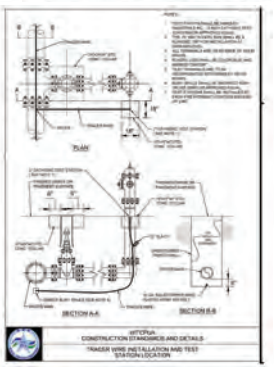


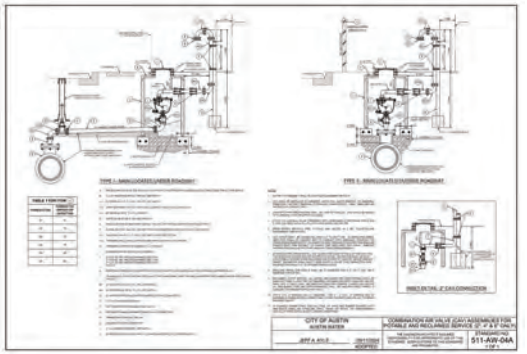


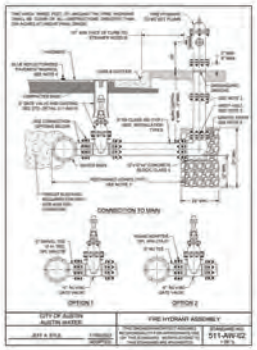


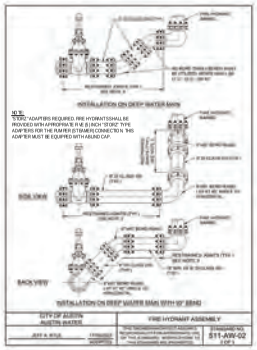


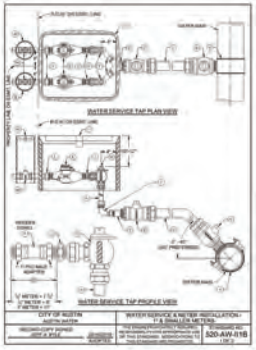


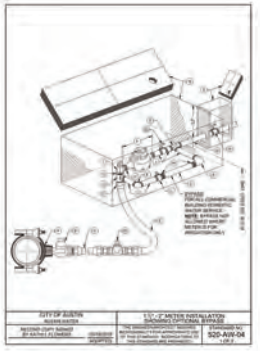












Water Meter Length and Total Length with Gaskets		
Description	Meter Length	With Gaskets
5/8" Water Meter	7.5" inches	7.75" inches
3/4" Water Meter	7.5" inches	7.75" inches
1" Water Meter	10.75" inches	11" inches
1.5" Water Meter	13" inches	13.25" inches
2" Water Meter	17" inches	17.25" inches
3" Master Meter	12" inches	12.25" inches
4" Master Meter	14" inches	14.25" inches
6" Master Meter	18" inches	18.25" inches
8" Master Meter	20" inches	20.25" inches
10" Master Meter	17.75" inches	18" inches
12" Master Meter	19.75" inches	20" inches

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DRIPPING SPRINGS HS No.2

Issued For Permit

DAVID P. SMITH
94236
LICENSED
ARCHITECT

ISSUED: January 15, 2026

REVISIONS

Revision No.	Revision Date

Director
Approver
Designer
Designer
Proj. Arch.
Checker

Drawn By
Author
Quality Control

PROJECT NO.
23-134.00

SHEET TITLE
CONSTRUCTION DETAILS (3 OF 5)

SHEET NO.
C11.2

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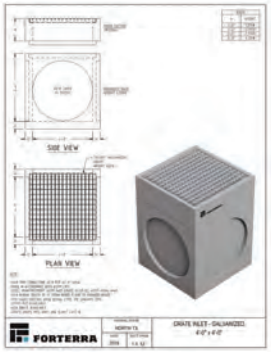
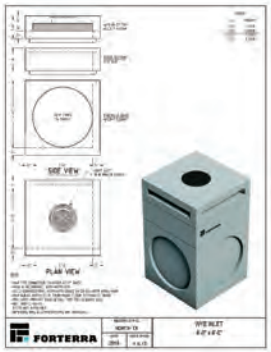
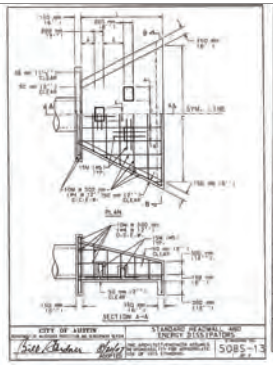
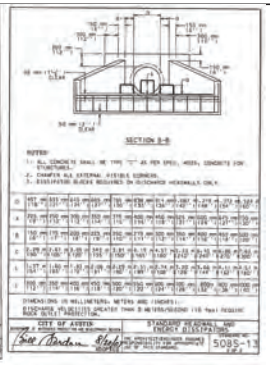
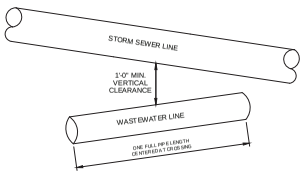




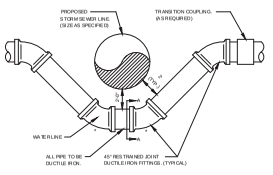






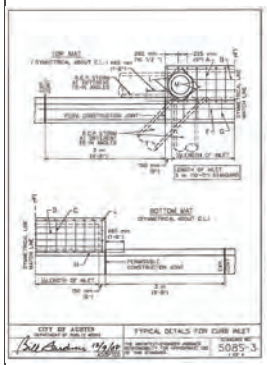
STORM SEWER LINE / WASTEWATER LINE CROSSING DETAIL

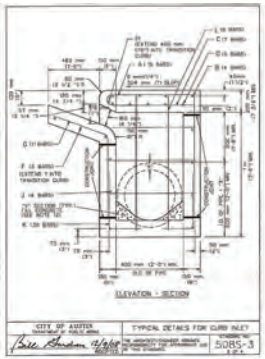
N.T.S

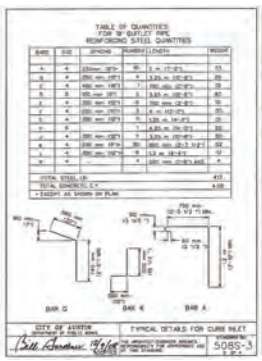


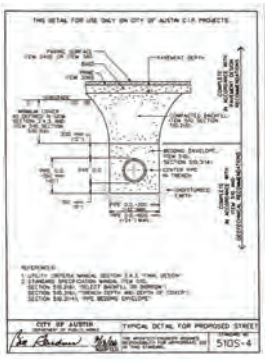
PROFILE

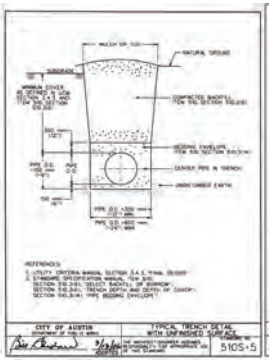
STORM SEWER & WATERLINE CROSSING DETAIL

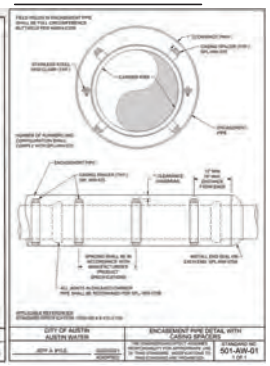


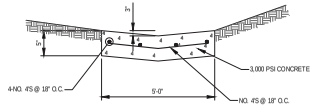






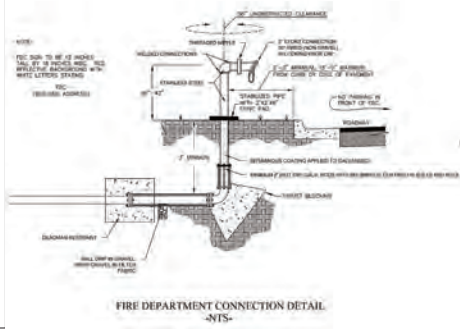


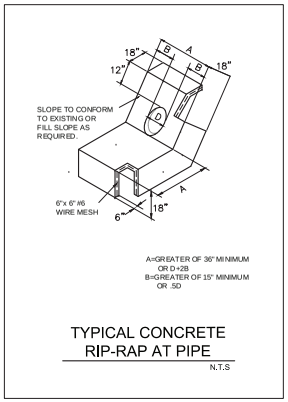




CONCRETE TRICKLE CHANNEL

N.T.S.





TYPICAL CONCRETE RIP-RAP AT PIPE

N.T.S

!!! CAUTION !!!

EXISTING OVERHEAD UTILITIES IN VICINITY CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES.

!!! WARNING !!!

THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE "ONE CALL" LOCATION SERVICE AT (800) 344-8377 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

"RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS"

Texas 811 Know what's below. Call before you dig.

Walker Partners engineers | surveyors

T.B.P.E. Registration No. 695

VLK

ARCHITECT

VLK
2700 Via Fortuna, Suite 230
Austin, Texas 78746
Main Phone: 512.807.3145
www.vlkarchitects.com

CIVIL ENGINEER / SURVEYOR

WALKER PARTNERS
6504 Bridge Point Pkwy, Suite 200
Austin, Texas 78730
Phone: 512.382.0021
www.walkerpartners.com

150.74 ACRES; H.C.C.D. 2010-10026988; VOL. 3976, PG. 755 O.P.R.H.C.T.; LOT 74, ONION CREEK RANCH SUBDIVISION VOL. 8, PG. 65, O.P.R.H.C.T.
TOTAL SITE ACREAGE: 155.74

DRIPPING SPRINGS ISD
300 SPORTSPLEX DRIVE, DRIPPING SPRINGS, TX 78620

DRIPPING SPRINGS HS No.2

Issued For Permit

DAVID P. SMITH 92306 LICENSED

ISSUED: December 5, 2025

REVISIONS

Revision No.	Revision Date

Director
Approver
Designer
Designer
Proj. Arch.
Checker

Drawn By
Author
Quality Control

PROJECT NO.

23-134.00

SHEET TITLE

CONSTRUCTION DETAILS (5 OF 5)

SHEET NO.

C11.4

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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 7/20/2026 .

Utility Company Information:

Name: Spectrum
Address: 1120 TX-123 San Marcos TX
Phone: 5123183220
Contact Name: David Hall

Engineer / Contractor Information:

Name: Entrust Solution Group
Address: 1922 Dry Creek Way SAN ANTONIO TX 78259
Phone: 9156670587
Contact Name: Marcus Jimenez

Hays County Information:

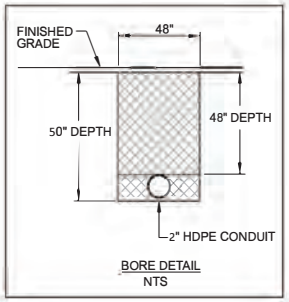
Utility Permit Number: TRN-2026-11084-UTL
Type of Utility Service: Telecom
Project Description:
Road Name(s): Wood Glen Dr
Subdivision: Woodcreek
Commissioner Precinct: 3

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



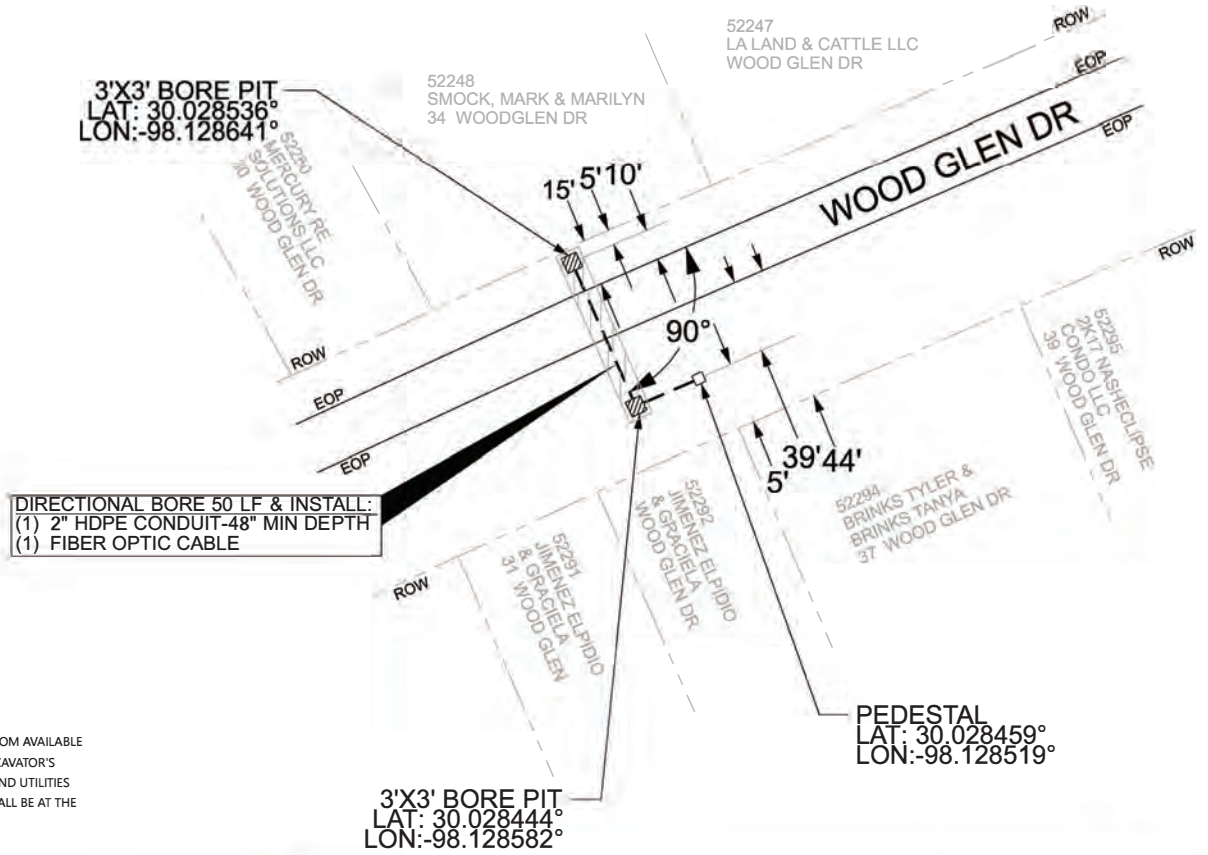
BORE DETAIL
NTS

NO FACILITIES OF WOOD GLEN DR WERE MARKED IN FIELD, LOCATES WERE NOT MARKED.

PROPOSED CONDUIT WILL CLEAR A MINIMUM OF 2" FROM ALL UNDERGROUND EXISTING UTILITIES AND DRAINAGE STRUCTURES FROM HORIZONTAL AND VERTICAL CLEARANCE

CALL BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
48 HOURS NOTICE REQUIRED.
CALL: 1-800-344-8377

NOTE:
THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.



Spectrum

PROJECT: BAU LONG DROP CORRECTION			
LOCATION: 34 WOOD GLEN DR			
DRAWN: ENTRUST	DATE: 06-24-2026	SCALE: NTS	APPLICATION: CITY UG
PRISM #: 6770209	CITY: WOODCREEK	PAGE: 1	APPROVED BY: RUSTY DICKSON

VAULT	W — WATER UTILITY	SS — SANITARY SEWER UTIL.	LIMITS OF CONTRUCTION
PEDESTAL	G — NATURAL GAS UTILITY	SC — EX. SPECTRUM CONDUIT	RISER
STEEL POLE	GR — GRANDE UTILITY	UG — UNDERGROUND	NEW BUILD
TRANSFORMER POLE	T — TELEPHONE UTILITY	ROW — RIGHT OF WAY LINE	OVERLASH
POWER POLE	E — ELECTRIC UTILITY	EXISTING CURB	NEW UG TRENCH
		EOP — EDGE OF PAVEMENT	NEW UG BORE

REVISIONS	
DATE	COMMENTS
	PSN

PREPARED BY:
ENTRUST SOLUTIONS GROUP
A Leidos Company

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 7/15/2026 .

Utility Company Information:

Name: N/A
Address: N/A N/A
Phone:
Contact Name: N/A N/A

Engineer / Contractor Information:

Name: ARIAS & ASSOCIATES, INC.
Address: 13581 Pond Springs Rd #200 Austin TX 78729
Phone:
Contact Name: Hammed Moshood

Hays County Information:

Utility Permit Number: TRN-2026-11094-UTL
Type of Utility Service:
Project Description:
Road Name(s): Fitzhugh Road, Crumley Ranch Rd, Trautwein 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

Fitzhugh Road Pavement Design
Legend
Geotechnical Boring Location(15')
P-1 (15')
P-2 (15')
Fitzhugh Rd
Quinn Dr
101
184
superfishstoreaustin
Caliber Collision
Texas Hill Country Diesel and Automotive
Google Earth
400 ft
N

Fitzhugh Road Pavement Design
Legend
Geotechnical Boring Location(15')
Bonham Ranch Rd
Bonham Ranch Rd
Fitzhugh Rd
101
P-3 (15')
Fitzhugh Rd
P-4 (15')
101
N
400 ft
Google Earth

Fitzhugh Road Pavement Design
Legend
Geotechnical Boring Location(15')
I-1 (15')
I-2 (15')
P-5 (15')
Crumley Ranch Rd
Fitzhugh Rd
101
101
The Art of Pecan
Color Chroma
Heroes Lawn Care
Galsby Glass
BlackDuck Studio
Dripping Springs Sports Club - Warehouse
Google Earth
400 ft
N

Fitzhugh Road Pavement Design
Legend
Geotechnical Boring Location(15')
Packit Gourmet
P-7 (15')
P-6 (15')
101
101
Google Earth
N
400 ft

Fitzhugh Road Pavement Design
Legend
Geotechnical Boring Location(15')
P-8 (15')
101
101
Fitzhugh Rd
Del Sol
Jester King Inn
Texas Skateboarding Club
Google Earth
N
400 ft

AGENDA ITEM REQUEST FORM: G. 8.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

Sponsor: Judge Becerra

Agenda Item

Approve the Hispanic Heritage Exhibition Walk Celebration event on the courthouse grounds sponsored by Centro Cultural Hispano de San Marcos to be held on September 12, 2026, that shall include commercial vendors. **BECERRA**

Summary

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 Commissioner's Court." Centro Cultural Hispano de San Marcos has had their events on the courthouse grounds for the last several years and would like permission to once again bring on commercial vendors.

AGENDA ITEM REQUEST FORM: G. 9.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Debbie Ingalsbe

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize Commissioner Pct. 1 to purchase one (1) Dell Pro 13 Plus laptop valued at $1,612.80 and amend the budget accordingly. **INGALSBE**

Summary:

Commissioner Pct. 1 entered a Try and Buy trial for the Dell Pro 13 Plus laptop through Dell Technologies and would like to keep the device now that the trial period is over. This device will be used for out of office work.

Fiscal Impact:

Amount Requested: $1,612.80
Line Item Number: 001-601-00.5712_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Recommended Funding Source, County-wide Contingencies
($1,613) - Decrease Contingencies 001-645-00.5399
$1,613 - Increase Computer Equipment Operating 001-601-00.5712_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: DIR-CPO-5792, Dell changes their pricing daily. This quote will need to be re-validated when the PO is entered.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Dell Quote

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 14, 2026**.

You can download a copy of this quote during checkout.

Place your order

Quote No.	**3000204378502.1**	Sales Rep	Daniel Vargas
Total	**$1,612.80**	Phone	1(800) 4563355, 6180192
Customer #	9657350	Email	D.Vargas@Dell.com
PO Number	TB1697735	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Quoted On	Jun. 30, 2026		
Expires by	Jul. 14, 2026		
Contract Name	State of Texas Department of Information Resources (TX DIR)		
Contract Code	C000001269299		
Customer Agreement #	DIR-CPO-5792		
Deal ID	23048855		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Daniel Vargas

Shipping Group

Shipping To

ERICA LEE
HAYS COUNTY, TEXAS
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268
(512) 393-2844

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus PB13250	**$1,612.80**	**1**	**$1,612.80**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$1,612.80**
Shipping:	**$0.00**
Non-Taxable Amount:	**$1,612.80**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,612.80**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ERICA LEE
HAYS COUNTY, TEXAS
120 STAGECOACH TRL
SAN MARCOS, TX 78666-5268
(512) 393-2844

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus PB13250	**$1,612.80**	**1**	**$1,612.80**

Estimated delivery if purchased today:
Jul. 14, 2026
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 13 Plus (PB13250) XCTO Base	210-BPKV	-	1	-
Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz)	379-BFXD	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s, single channel	370-BCNG	-	1	-
Integrated Intel graphics for Intel Core Ultra 5 235U vPro processor	338-CRWK	-	1	-
256 GB TLC SSD	400-BSLK	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
2in1 13.3", Touch, FHD+, 300 nit, 100% sRGB, Pen Support, FHD Cam	391-BJVN	-	1	-
No Fingerprint Reader, No Smart Card Reader	346-BLLD	-	1	-
FHD RGB HDR Camera, 1080p at 30 fps, TNR, Camera Shutter, Microphone	319-BBKK	-	1	-
English US backlit Copilot key keyboard	583-BMWW	-	1	-
Intel BE201 WLAN Driver	555-BLYM	-	1	-
Intel(R) Wi-Fi 7 BE201, Bluetooth(R) 5.4 card	555-BLMD	-	1	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	1	-
65W USB-C AC adapter	492-BDTG	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
Quick Start Guide	340-DTTX	-	1	-
Documentation	340-DNBV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Pro 13 Plus Mix Model	340-DTRN	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
Intel(R) Connectivity Performance Suite	640-BBTF	-	1	-
Intel(R) Core(TM) Ultra 5 vPro(R) Processor Label	389-FJMH	-	1	-
Intel Rapid Storage Technology Driver	409-BCYP	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

No WWAN Tray (WLAN only)	321-BLQT	-	1	-
Intel vPro Enterprise Technology Enabled	631-BCCC	-	1	-
Dell Limited Hardware Warranty	714-0464	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	714-6658	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	714-6668	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	1	-

Subtotal:	**$1,612.80**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,612.80**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

AGENDA ITEM REQUEST FORM: G. 10.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Commissioner Precinct 1 Office to provide support to the Constable Precinct 1 Office for training and law enforcement supplies in the amount of $1,500.00, and amend the budget accordingly. **INGALSBE**

Summary:

The Commissioner Precinct 1 Office would like to provide funding to the Constable Precinct 1 Office for training at the ACC Range and for the purchase of ammunition to support training and qualification purposes. Funds are available within the Commissioner's operating budget to provide this support.

Fiscal Impact:

Amount Requested: $1,500
Line Item Number: 001-635-00.5206/.5551

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funding is available within the Commissioner's community program budget, expenditure requires the Commissioner's Court approval to declare the public purpose.
($1,500) - Decrease Community Program Expense 001-601-00.5353
$450 - Increase Law Enforcement Supplies 001-635-00.5206
$1,050 - Increase Continuing Education 001-635-00.5551

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Expenses/Purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM: G. 11.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Approve the re-appointment of Scott Roberts to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), Position 4, term ending September 2030. **SMITH**

Summary

Pursuant to the Bylaws and Participant Agreement between Hays County, City of Bee Cave, and MUD No. 5, all parties must confirm the appointments of the board members.

AGENDA ITEM REQUEST FORM: G. 12.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: GONZALES

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Hays County Health Department to purchase a camera and accessories from Amazon in the amount of $1,553.35 and amend the budget accordingly. **INGALSBE/GONZALES**

Summary:

The Health Department requests funding for a camera to strengthen its communication, documentation, and public-facing outreach efforts. High-quality visual content is essential for effectively informing the public about health programs, services, and emergency updates. A professional-grade camera will allow the department to produce consistent, clear, and accurate photos and videos suited for official documentation, social media communications, and community education efforts. The camera will be used to document proclamations and provide high-resolution images required for court-related purposes, support coverage of Community Outreach and Animal Welfare Services events, and enhance the creation of educational materials within the office. Improved image and video quality will increase engagement across digital platforms, leading to broader dissemination of critical public health information to Hays County residents. Investing in this equipment will expand the department's capacity to reach diverse audiences, strengthen public trust through transparent and professional communication, and support ongoing public health initiatives. This purchase is a cost-effective, multi-use tool that helps raise community awareness and improve public health outcomes.

Fiscal Impact:

Amount Requested: $1,553.35
Line Item Number: 120-675-00.5719_400
120-675-00.5201

Budget Office:

Source of Funds: Family Health Services Fund
Budget Amendment Required Y/N?: Yes
Comments: Funding for equipment identified within the Health Fund operating budget.
$1,115 - Increase Miscellaneous Equipment Operating Expense 120-675-00.5719_400
($1,115) - Decrease General Supplies 120-675-00.5201

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Choice Partners 22-22-045KN

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Amazon Shopping Cart

Shopping Cart

Price

14-in-1 Camera Lens Cleaning Kit - Mirrorless & DSLR Sensor Cleaning Kit for

$19.99

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 8**

FREE Returns

Size: 14 IN 1

1

BAGSMART Small Camera Sling Bag for Photographers, Compact Camera Shoulder

$25.64

Typical price: ~~$26.99~~

Savings: **$1.35** (5%)

Business Price

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 8**

FREE Returns

Color: 01-Black

Buy 2, save 7%

1

COMICA CVM-V30PRO Shotgun Microphone, Professional Super Cardioid

$43.09

In Stock

Preferred by your organization

Tomorrow

FREE delivery **Tomorrow, Jul 8**

FREE Returns

Carbon impact

Color: Black

1

71" Camera Tripod, Versatile Cell Phone Tripod with Wireless Remote Phone Holder

$19.99

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 8**

FREE Returns

Size: 71"

1

SANDISK 128GB Extreme PRO SDXC UHS-I Memory Card - C10, U3, V30, 4K UHD, SD

$47.69

Business Price

#1 Best Seller in SecureDigital Memory Cards

In Stock

Preferred by your organization

Tomorrow

FREE delivery **Tomorrow, Jul 8**

FREE Returns

Style: Old Version

Capacity: 128GB

1

Nikon Z50 II with Two Lenses | Compact mirrorless Stills/Video Camera with Easy

$1,396.95

Only 2 left in stock - order soon.

Shipped from: District Camera and Imaging

Preferred by your organization

FREE delivery **Wed, Jul 15**

Style: Z 50II 2LK

1

Subtotal (6 items): **$1,553.35**

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. Learn more

AGENDA ITEM REQUEST FORM: G. 13.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: GONZALES

Sponsor: Commissioner Cohen

Agenda Item:

Authorize the Precinct 2 Commissioner's Office to purchase consumables, in an amount not to exceed $700.00, for community members during the Hays County Health Department's 2026 Back-to-School Health Fair happening on August 1, 2026. **COHEN/GONZALES**

Summary:

The Hays County Health Department is hosting its annual back-to-school health fair on August 1, 2026 from 9:00 AM - 1:00 PM. The Precinct 2 Commissioner's Office would like to provide consumables such as paletas to the public to celebrate the occasion.

Fiscal Impact:

Amount Requested: $700.00
Line Item Number: 001-602-00.5353

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes, Community Program Expenses
New Revenue Y/N?: N/A
Comments:

Attachments

Paletas for Back-to-School Health Fair

Quote

1687

Date:	Jun 15, 2026
Due Date:	Jul 13, 2026
Balance Due:	**$484.00**

El Paraiso Original
1934 Fredericksburg
San Antonio TX 78201
210 737 8101

Bill To:

Hays County Health Department
101 Thermon Dr
San Antonio TX 78666

Item	Quantity	Rate	Amount
Ice Cream Bars & Frozen Fruit Bars	600	$0.69	$414.00
10 lb Block of Dry Ice	6	$10.00	$60.00
24 hr Rental Pushcart	2	$5.00	$10.00

Subtotal:	$484.00
Tax (0%):	$0.00
Total:	$484.00

Notes:

Contact Info Kate Esqueda 210 584 4546
kate.esqueda@hayscountytx.gov

Terms:

Pick up order on Friday, July 31, 2026 at 7pm
2 carts/ 600 paletas/ 6 dry ice: 60 Coconut, 60 Strawberry, 60 Pecan, 60 Chocolate, 60 Banana, 60 Pina Colada, 60 Cookies, 10 Vanilla, 60 Lemon, 60 Watermelon, 60 Mango

AGENDA ITEM REQUEST FORM: G. 14.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: BOUTTE/BERLAD

Sponsor: Commissioner Smith

Agenda Item

Authorize the execution of a contract amendment No. 3 to the Texas Water Development Board, Flood Infrastructure Fund grant contract. **SMITH/BOUTTE/BERLAD**

Summary

Due to delays with the updated hydrology study being conducted by the City of Austin, the completion of the Hays County portion of the Onion Creek watershed study will be delayed. This study is being funded by a Flood Infrastructure Fund grant through the Texas Water Development Board. Flood mapping is expected to be 100% complete by the end of July to conduct the flood mitigation analysis. This grant amendment changes the contract expiration date from October 1, 2024 to July 30, 2027 to allow for the work to be completed. There is no change to the grant award amount or deliverables required. The contract was originally executed on June 28, 2021.

Grant Number: G1001285

Attachments

Amendment

Docusign Envelope ID: 4BD6BAD2-77C7-82A4-82A0-BE88337BF707

STATE OF TEXAS

TRAVIS COUNTY

TWDB Commitment No. G1001285

TEXAS WATER DEVELOPMENT BOARD

and

HAYS COUNTY

AMENDMENT NO. 3

This Contract made and entered on June 28, 2021, and subsequently amended on December 14, 2022, and July 30, 2024, is hereby amended as follows:

1. Section I, Article I, DEFINITIONS, Items 12 and 13 are amended to read as follows:

12. PROJECT COMPLETION DATE – November 30, 2026.
13. CONTRACT EXPIRATION DATE – July 30, 2027.

All other terms and conditions of the TWDB Contract for Commitment No. G1001285 remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Amendment to be duly executed.

TEXAS WATER DEVELOPMENT BOARD	HAYS COUNTY
By: _____	By: _____
Bryan McMath	Judge Ruben Becerra
Executive Administrator	Hays County Judge
Date: _____	Date: _____

AGENDA ITEM REQUEST FORM: G. 15.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Hammer

Agenda Item:

Authorize Facilities and Resource Management to replace one of the roll-up bay doors at the Government Center loading dock in the amount of $11,006.87 and amend the budget accordingly. **HAMMER/CRUMLEY**

Summary:

One of the roll-up bay doors in the Government Center loading dock has failed and is beyond repair. Facilities and Resource Management obtained a quote from Sullivan Contracting Services under Choice Partners Contract 25/033MR-53 in the amount of $11,006.87 to replace the door. Funding for this replacement has been identified within the Facilities and Resource Management annual operating budget.

Fiscal Impact:

Amount Requested: $11,006.87
Line Item Number: 001-695-00.5741

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($11,007) - Decrease Contract Services 001-695-00.5448
$11,007- Increase Misc Capital Improvements 001-695-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: The quotes are quoted under the Choice Partners Contract 25/033MR-53; however, this is a JOC contract and MUST be reviewed by the co-op for approval.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

HC Roll Up
Contract Means
Sullivan Quote

Cost Estimate Report

Date: 07/07/2026

Hays County

712 S Stagecoach Trail #20008

San Marcos, Texas, 78666

HC - Roll Up Door Replacement - CP

Year 2026 Quarter 2

Unit Detail Report with Subcontracted Lines

Prepared By: Cody Hallmark Sullivan Contracting Services

Line Number	Description	Quantity	Unit	Total Incl.O&P	Ext. Total Incl .O&P	Ext. Total Incl. O&P (Sub-Contracted)
01 General Requirements						
015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	1.00	Ea.	$353.08	353.08	0.00
015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	1.00	Ea.	$353.08	353.08	0.00
01 General Requirements Subtotal					**706.16**	**0.00**
08 Openings						
080505103620	Door demolition, special doors, overhead, remove and reset, large	1.00	Ea.	$356.40	356.40	0.00
080505109000	Door demolition, minimum labor/equipment charge	13.00	Job	$111.24	1,446.12	0.00
083613102700	Doors, overhead, commercial, stock, steel, heavy duty, sectional, manual, 24 gauge, 12' x 12' high	1.00	Ea.	$4,398.35	4,398.35	0.00
083613109000	Doors, overhead, commercial, stock, minimum labor/equipment charge	9.00	Job	$590.70	5,316.30	0.00
08 Openings Subtotal					**11,517.17**	**0.00**
23 Heating, Ventilating, and Air Conditioning (HVAC)						
236330108120	Oils, lubricating, per ounce	15.52	Oz.	$0.42	6.52	0.00
23 Heating, Ventilating, and Air Conditioning (HVAC) Subtotal					**6.52**	**0.00**

Line Number	Description	Quantity	Unit	Total Incl.O&P	Ext. Total Incl .O&P	Ext. Total Incl. O&P (Sub-Contracted)
Subtotal					**12,229.85**	**0.00**
General Contractor's Markup on Subs				**0.00%**		**$0.00**
Subtotal					**$12,229.85**	**$0.00**
General Conditions				**0.00%**	**$0.00**	**$0.00**
Subtotal					**$12,229.85**	**$0.00**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**	**$0.00**
Subtotal					**$12,229.85**	**$0.00**
Grand Total						**$12,229.85**

Costs based on RSMeans data

Estimate Name: HC - Roll Up Door Replacement - CP

ESTIMATE INFORMATION

Client Name: Hays County
Estimate Address: 712 S Stagecoach Trail #20008, San Marcos, Texas, 78666

COST DATA

Estimate Summary:

	Material	Labor	Equipment
Base Total	$ 3,467.40	$ 5,205.94	$ 269.32
Total O&P	$ 3,814.17	$ 8,119.02	$ 296.66

**"Total" column values include the cost of Exception lines that may not be included in the Material,*

LEGEND

Line Source:
U - User defined line item
A - Adjustment/Modifier
E - Exception lines

ESTIMATE

Quantity	LineNumber	Line Source	SubContracted Ind.
1.00	080505103620		
13.00	080505109000		
1.00	083613102700		
9.00	083613109000		
15.52	236330108120		
1.00	015436501300		

1.00	015436501300		

Grand Total

Type: Unit
Measurement System: US Standard

Notes:

Total*	
$	8,942.66
$	12,229.85

Catalog:
Format:
Release:
Labor Type:
City Cost Index:

Description	Crew	Daily Output	Labor Hours	Unit	Material
Door demolition, special doors, overhead, remove and reset, large	2 Carp	2.5	6.4	Ea.	$ -
Door demolition, minimum labor/equipment charge	1 Carp	4	2	Job	$ -
Doors, overhead, commercial, stock, steel, heavy duty, sectional, manual, 24 gauge, 12' x 12' high	2 Carp	1.5	10.667	Ea.	$ 3,461.50
Doors, overhead, commercial, stock, minimum labor/equipment charge	2 Carp	1.5	10.667	Job	$ -
Oils, lubricating, per ounce		0	0	Oz.	$ 0.38
Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	A3Q	2.67	3	Ea.	$ -

Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	A3Q	2.67	3	Ea.	$ -

COST ESTI

Facilities and Commercial Renovation
MasterFormat 2018
Year 2026 Quarter 2
Repair & Remodeling
TEXAS / AUSTIN (786-787)

Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.
$ 229.50	$ -	$ 229.50	$ -	$ 229.50	$ -
$ 71.28	$ -	$ 71.28	$ -	$ 926.64	$ -
$ 378.59	$ -	$ 3,840.09	$ 3,461.50	$ 378.59	$ -
$ 378.59	$ -	$ 378.59	$ -	$ 3,407.31	$ -
$ -	$ -	$ 0.38	$ 5.90	$ -	$ -
$ 131.95	$ 134.66	$ 266.61	$ -	$ 131.95	$ 134.66

$ 131.95	$ 134.66	$ 266.61	$ -	$ 131.95	$ 134.66
		$ 5,053.06	***$ 3,467.40***	***$ 5,205.94***	***$ 269.32***

MATE REPORT

DATE: 07/07/2026

Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P
$ 229.50	$ -	$ 356.40	$ -	$ 356.40	$ -	$ 356.40
$ 926.64	$ -	$ 111.24	$ -	$ 111.24	$ -	$ 1,446.12
$ 3,840.09	$ 3,807.65	$ 590.70	$ -	$ 4,398.35	$ 3,807.65	$ 590.70
$ 3,407.31	$ -	$ 590.70	$ -	$ 590.70	$ -	$ 5,316.30
$ 5.90	$ 0.42	$ -	$ -	$ 0.42	$ 6.52	$ -
$ 266.61	$ -	$ 204.75	$ 148.33	$ 353.08	$ -	$ 204.75

$ 266.61	$ -	$ 204.75	$ 148.33	$ 353.08	$ -	$ 204.75

$ 8,942.66				***$ 6,163.27***	***$ 3,814.17***	***$ 8,119.02***

Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
$ -	$ 356.40	RR	In lieu of taking steel door down to install new barrel.
$ -	$ 1,446.12	RR	In lieu of removal of roll up door to change out the barrel.
$ -	$ 4,398.35	RR	in lieu of installing new barrel.
$ -	$ 5,316.30	RR	In lieu of reinstalling new barrel and reinstalling roll up door and making sure it is working properly.
$ -	$ 6.52	RR	
$ 148.33	$ 353.08	RR	mobilization.

$ 148.33	$ 353.08	RR	Demobilization.
$ 296.66	***$ 12,229.85***		

CostWorks Base	$	12,229.85
95% Coeff	$	11,006.87
Owner Contingency		0
Subtotal	$	11,006.87
Bond		0
Project Total	$	11,006.87

Quote: 1826101 / Date: 7/8/2026
Project Number: 1826101

Sullivan Contracting Services
2299 Rudeloff Rd. East
Seguin, TX
78155, US
(830) 372-3812

Prepared By:
Kyle Baker
830-743-7335
kyle@scs-tx.com

Customer

Hays County
712 Stagecoach Rd.
San Marcos, TX
78666, US

Chris Deichmann

chris.deichmann@co.hays.tx.us

Project: **HC - Roll Up Door Replacement - CP**

Scope of Work

Choice Partners Contract # 25/033MR-53

ATTENTION: Chris Diechmann

Scope of Work:

- Provide labor, materials, equipment, and supervision required to replace the existing barrel assembly for the roll-up steel door.
- Secure and support the roll-up door curtain to prevent movement during repairs.
- Disconnect and remove existing damaged/worn barrel assembly, including removal of associated hardware as required.
- Furnish and install new properly sized steel barrel assembly compatible with existing roll-up door system.
- Reconnect curtain, end plates, bearings, brackets, springs, and related components as required for proper operation.
- Inspect existing guides, tracks, bottom bar, hood, and supporting hardware for damage; adjust as needed.
- Balance and tension door spring assembly to ensure smooth manual operation.
- Lubricate moving components and adjust door alignment.
- Test door operation through multiple cycles to verify proper opening, closing, and seating.
- Remove and dispose of replaced materials and job-related debris.
- Clean work area upon completion.

Excluded (-)

1. After Hours, Design, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.
2. Due to current volatility in the market, proposal has potential to only be guaranteed for 30 days

Notes

CostWorks Base	$12,229.85

Quote: 1826101 / Date: 7/8/2026
Project Number: 1826101

95% Coeff	$11,006.87

Summary

Subtotal	$11,006.87
Taxes	$0.00

$11,006.87

Accepted By .....

Date .....

AGENDA ITEM REQUEST FORM: G. 16.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve payment to Samsara in the amount of $528.37 related to Facilities and Resource Management vehicle tracking software in which no purchase order was issued as required per the Hays County Purchasing Policy.
INGALSBE/CRUMLEY

Summary:

An invoice in the amount of $528.37 was received from Samsara for vehicle tracking devices used by the Facilities and Resource Management (FRM) department. A purchase order was not obtained prior to the purchase. Funding for this expense is available in the FRM FY26 operating budget.

Fiscal Impact:

Amount Requested: $528.37
Line Item Number: 001-695-00.5429

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 obtain prior to receiving invoice/services

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Samsara Invoice

MTC

samsara

Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

Invoice #310519554914748

PO 2024 · 1447

Total	**$528.37**
Amount Paid	**$0.00**
Balance	**$528.37**
Currency	**USD**

Bill To
Michelle Gardner
Hays County
101 Thermon Drive
Hays County TX 78666
United States

Ship To
Miranda Gomez
Hays County
712 S Stagecoach Trl
San Marcos TX 78666-6250
United States

BANKING

ACH:	Wire Transfers:	Check Remittance Address:	Overnight Courier
Bank Routing Number: 322271627 Account Number: 626326760 Account Name: Samsara Inc.	Bank Routing Number: 021000021 SWIFT Code: CHASUS33 Account Number: 626326760 Account Name: Samsara Inc.	Samsara Inc. P.O. Box 735462 Dallas, TX 75373-5462 Note: UPS Next Day Air cannot be deliveredto PO Boxes	JPMorgan Chase (TX1-0029) ATTN: Samsara Inc. 735462 14800 Frye Road, 2nd Floor Ft Worth, TX 76155

Please reference your invoice number(s) on your remittance advice when paying Samsara. Please be sure and send your remittance advice to remittances@samsara.com

RECEIVED
JUN 11 2026
BY: AWS

310519554914748

samsara

Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

Contract Terms

Invoice Date	Due Date	Terms	Order Number	PO #	Quote #
5/1/2026	5/31/2026	Net 30	S-2089651	-	

License Start Date	License End Date	Shipping Method	Billing Period
5/1/2024	11/8/2026	Ground	5/1/2026 - 11/8/2026

License	Per Item Cost	Quantity	Tax Amount	Total
LIC-CM2-ENT License for dual-facing dash cam, includes support, software updates, and hosted cloud service	304.83	1	0.00	**304.83**
LIC-VG-ENT License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity	223.54	1	0.00	**223.54**

310519554914748

samsara

Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

Subtotal	**$528.37**
Shipping	**0**
Tax	**$0.00**
Total	**$528.37**
Currency	**USD**

310519554914748

AGENDA ITEM REQUEST FORM: G. 17.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Higgins

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of an Amended Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Criminal District Attorney's Office, extending the term of the contract for one year.
INGALSBE/HIGGINS

Summary:

The current contract for the benefit of the Hays County Criminal District Attorney's Office is set to expire on July 31, 2026. This contract amendment will be for one year in the amount of $1,500, ending July 31, 2027. This contract assists investigators in locating witnesses, defendants, and victims associated with criminal and civil investigations.

Fiscal Impact:

Amount Requested: $1,500
Line Item Number: 001-607-00.5448

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: Texas Government Code, Chapter 791

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?:
Comments:

Attachments

TWC - DA

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2923EDE060**	**Amendment Number**	**3**	**Effective Date**	**Upon date of last signature**

Recipient	
Name	**Hays County for the benefit of Hays County Criminal District Attorney's Office**
Mailing Address	**712 S, Stagecoach Trail, Ste. 2057**
City/State/Zip	**San Marcos, Texas 78666**
Telephone Number	**(512) 393-7618**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Contract Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:

Current End Date: **July 31, 2026** Amended End Date: **July 31, 2027**

This Contract originally began on August 1, 2023 ("Begin Date"). The original termination date was July 31, 2026 ("End Date"). The parties mutually agree by written agreement to amend the End Date to July 31, 2027. Amendment shall be effective the earlier date of last signature or August 1, 2026. With mutual consent of the parties, this contract may be renewed for subsequent one (1) year terms but with a maximum of one (1) more renewals. The entire term of this contract must not exceed five (5) years.

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☐ The General Terms and Conditions are amended as follows: Updated Table of Contents and General Terms and Conditions

☒ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☐ Attachment A: Statement of Work - Project Obligations is amended as follows:

☒ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows: Contract amount has been increased by 1,500.00.	**Total Amended Contract Amount**

○ Original Contract 8/1/2023 – 7/31/2024: ……. $1,500.00 ○ A1 12-month renewal 8/1/2024 – 7/31/2025……..…….. $1,500.00 ○ A2 12-month renewal 8/1/2025 – 7/31/2026…….……...$1,500.00 ○ A3 12-month renewal 8/1/2026-7/31/2027…….…….$1,500.00 (invoiced within 30 days of execution of amendment in accordance with Attachment A, Section 3.1.2). ☐ There are **no** changes to the contract amount pursuant to this amendment.	**$6,000.00**

Changes to the Document Other than the Above Categories

☒ Other: Exhibit 1 - RSP

- **Exhibit 1-RSP: 41-43: Update Data Technology Contract to Ernest Weiss.**

☐ There are **no** other changes to the document pursuant to this amendment.

Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this amendment on behalf of the organization; and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: **Texas Workforce Commission**	Recipient: **Hays County for the benefit of Hays County Criminal District Attorney's Office**
Tom McCarty Date Director, Business Operations	Ruben Becerra Date Hays County Judge

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County for the benefit of Hays County Criminal District Attorney's Office 712 S. Stagecoach Trail, Ste. 2057 San Marcos, TX 78666
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	712 S. Stagecoach Trail, Ste. 2057
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	New request or renewal of an existing contract?	☐ New request ☒ Extension of existing agreement Previous/Current Contract #: 2923EDE060 ☐ There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	☒ Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) ☐ Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) ☐ Federal Agency Authority ☐ If state agency, please specify authority
8.	Legal Purpose(s) for requesting information *(Check all that apply)*	☒ to assist in criminal investigations ☒ to assist in locating defendants, witnesses, and fugitives in criminal cases ☒ to assist in locating persons with outstanding warrants ☒ to assist in locating probation absconders ☐ to assist in determining eligibility for public assistance/services ☒ other: please specify: to assist in locating respondents and witnesses in asset forfeiture and child protection cases. (language will be inserted into contract)
9	Requested length of contract term	☒ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years (Renewal Option up to a total of 5 years combined)

10.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:
	DATA REQUESTED	**Please answer each question. Do not leave any unanswered.**
11.	Information requested *(Check the data being requested)*	☒Wage Records (WR): Wage Detail Inquiry: View wage information for an individual. Coworker Search: View wages reported by an employer. ☒UI Benefits and Claimant Info (UI): Personal Information: View demographic information for an individual. Claims: View unemployment insurance claim information. Payments: View unemployment insurance payment info. Employer Search: Search employers by name or address. ☒ Employer Records (ER) Employer Master File: Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	☒ **Online access:** Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: ☒1-10 (The subscription rate is $1,500 per year.) ☐11-25 (The subscription rate is $2,000 per year.) ☐26-50 (The subscription rate is $3,500 per year.) * ☐Specify other quantity * Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). ☒ Yes ☐ No **Online Access for Over 25 User Accounts:** *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: ☐ a high volume of daily/weekly inquiries require the requested volume of use accounts ☐ other reason(s) for the volume of access accounts: _____ _____ _____ ☐ **Offline access**: **Offline Method of Transfer and Frequency:** (Check applicable options) ☐ Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: ☐Nightly ☐Weekly ☐ Bi-Weekly ☐ Monthly ☐Quarterly ☐Annually ☐ Other – specify:

☐ Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.

☐ One-time request for large quantity of records.

☐ One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN).
Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at https://twc.govqa.us/WEBAPP/_rs/(S(rqjbfuq2yv4rbj2wrzluc3se))/supporthome.aspx.

Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.

1. If other specific data elements are requested, provide a data format.

Offline Data Elements Requested:
Data elements to be submitted to TWC for the resulting matched data:
☐ SSN – Social Security Number
Data available from TWC available for SSN matches from the UI Wage Records:
Name: last, first, middle initial
NAICS
Quarter Wages were earned
Quarterly Wages
Employer Name
Employer Address
Employer Zip
Employer contract
Employer Telephone
Employer Tax Account Number

Instructions for submitting SSN-UI Wage Record Match Requests:
Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS

File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.

☐ TWC Employer ID Number (EIN)

		Data available from TWC available for EIN matches from the Employer Tax Master File: Name: last, first, middle initial Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs): Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required) ☐ Federal Employer ID Number (FEIN) Same as Texas Employer ID information Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time: ☐ 1-999: $250 ☐ 1,000 – 14,999: $300 ☐ 15,000 – 19,999: $375 ☐ 20,000 – 24,999: $500 ☐ 25,000 -Above: $1,000 Hourly rate for programming of a new request or modification of an existing job: $48.81. **De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
	SAFEGUARD REQUIREMENTS	**Please answer each question. Do not leave any unanswered.**
13.	How will data be viewed? Select one of the three options.	1) ☒ We will **ONLY** view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) ☐ We will use electronic copies of screen prints (PDF), or ☐ We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.)

		3) ☐ We will use paper copies of screen prints, or ☐ We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	☒ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	☐ Yes - Specify: ☒ No
16.	What access control methods will you use for access to the TWC information?	☒ Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards ☐ National Institute of Secure Technology (NIST) or comparable standards ☐ IRS Publication 1075 or comparable standards
17.	How does your organization assess your security posture? How frequently are these assessments conducted?	☐ Vulnerability testing Frequency: ☐ Penetration testing Frequency: ☒ Audits Frequency: Every 3 years by DPS (CJIS security audit) ☐ Other – Please specify: Frequency:
18.0	Are background checks performed on employees who will access information?	☒ Yes, background checks are performed (go to 18.1). ☐ No, background checks are not performed **If No background checks are performed,** state what type of records checks are being performed:
18.1	When are background checks performed?	☒ Pre-employment ☒ Periodic checks during employment ☐ N/A
19.	How will you have an auditable trail?	☒ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☒ Other, If Other specify: Each user maintains an inquiry log with the above data documented.
20.	How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system)	☐ Please specify: ☒ N/A – We do not keep data at rest.
21.	When will data destruction occur?	☐ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify: ☒ N/A - We do not retain data.
	CONTACTS	

22.	Compliance Liaison (the individual with the authority to correct any contract related issues raised by TWC)	Jordan Powell
23.	Compliance Liaison Title	Hays County Criminal District Attorney Civil First Assistant
24.	Compliance Liaison Phone	(512)393-7618
25.	Compliance Liaison Email	jordan.powell@hayscountytx.gov
26.	Compliance Liaison Address	111 East San Antonio Street, Ste. 202, San Marcos, TX 78666
27.	Point of Contact Name (for daily matters)	Matthew Grantham
28.	Point of Contact Title	Chief Investigator
29.	Point of Contact Phone	(512)393-7618
30.	Point of Contact E-mail	matthew.grantham@hayscountytx.gov
31.	Point of Contact Address	712 S. Stagecoach Trail, Ste. 2057, San Marcos, TX 78666
32.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Criminal District Attorney Civil First Assistant
33.	Alternate Point of Contact Phone	(512)393-2219
34.	Alternate Point of Contact E-mail	jordan.powell@hayscountytx.gov
35.	Alternate Point of Contact Address	111 East San Antonio Street, Ste. 202, San Marcos, TX 78666
36.	Signatory Name	Ruben Becerra
37.	Signatory Title	Hays County Judge
38.	Signatory Phone Number	(512)393-2251
39.	Signatory E-mail	judge.becerra@hayscountytx.gov
40.	Signatory Address	111 East San Antonio Street, Ste. 300, San Marcos, TX 78666
41.	Data Technology Contact Name	Ernest Weiss, Assistant Director of IT
42.	Data Technology Contact Phone	(512)393-2843
43.	Data Technology Contact E-mail	eweiss@hayscountytx.gov
44.	Invoice Recipient Name	Marisol Villarreal-Alonzo
45.	Invoice Recipient Phone Number	(512)393-2251
46.	Invoice Recipient Title	Auditor
47.	Invoice Recipient E-mail	marisol.alonzo@hayscountytx.gov
48.	Invoice Recipient Address	1901 Dutton Drive, Ste. E, San Marcos, TX 78666

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Matthew Grantham

Contract Signatory or designee

06/01/2026

Date

Matthew Grantham, Chief Investigator

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.com

AGENDA ITEM REQUEST FORM: G. 18.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Ratify the acceptance of a $1,500.00 donation from the Fourth Degree Knights of Columbus Assembly 3109 to the Sheriff's Office and amend the budget accordingly. **INGALSBE/HIPOLITO**

Summary:

The Sheriff's Office received a $1,500 general donation from the Fourth Degree Knights of Columbus Assembly 3109.

Fiscal Impact:

Amount Requested: $1,500
Line Item Number: 001-618-00.4610/5206

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($1,500) - Increase Contributions 001-618-00.4610
$1,500 - Increase Law Enforcement Supplies 001-618-00.5206

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Expenses/Purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, $1,500 in Contributions
Comments:

Attachments

Donation Letter

KNIGHTS OF COLUMBUS
FOURTH DEGREE
Patriotic Degree of the Order
ONE NATION UNDER GOD

Assembly 3109, St. Mary Catholic Church 14711 Ranch Road 12, Wimberley, TX 78676

May 11, 2026

The Fourth Degree Knights of Columbus Assembly 3109 in Wimberley, Texas are deeply grateful to the Hays County Sheriff's Department for the protection they provide and importance they place on the well-being of all the residents of the Wimberley Valley.

We are thankful for your service. It is with that grateful appreciation of the services provided by the officers that we donate the enclosed check to the Hays County Sheriff's Office.

Thank you for taking good care of our community as well as its people.

Kindest Regards,

Gary Barchfeld, Faithful Navigator
For all members of the Fourth Degree Assembly 3109

The Fourth Degree Knights of Columbus are a 501(c)(8) Fraternal Benefit Organization. The designation provides tax-exempt status and receipt of deductible charitable contributions.

AGENDA ITEM REQUEST FORM: G. 19.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to purchase office chairs for Jail Operations, valued at $21,921.40, using Sheriff's Federal Discretionary Funds. **INGALSBE/HIPOLITO**

Summary:

The Sheriff requests approval to use Federal Discretionary Funds to purchase Herman Miller Aeron Chairs for Jail Operations. In the spring of this year, the court authorized the Jail to purchase 17 chairs. This purchase includes 18 Size C chairs and completes the Jail's replacement chair order. The Herman Miller Aeron is a high-performance ergonomic chair designed to accommodate employees of all sizes and is suitable for continuous 24/7 use. Each chair includes a 12-year warranty covering parts and labor. The total cost is $21,921.40 with Alfred Williams & Company and Omnia Partners Cooperative #2020000622. Funding for this purchase is available in the Sheriff's Federal Discretionary Fund and complies with the statutes and guidelines governing the Federal Equitable Sharing Program.

Fiscal Impact:

Amount Requested: $21,921.40
Line Item Number: 055-618-00.5711_400

Budget Office:

Source of Funds: Sheriff Federal Discretionary Fund
Budget Amendment Required Y/N?: No
Comments: Not a budgeted fund per statute.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: OMNIA PARTNERS COOPERATIVE 2020000622

Auditor's Office

G/L Account Validated Y/N?: Yes, Office Equipment Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Alfred Williams & Co. Quote #SA38246

Alfred Williams & Company
6310 N Lamar Blvd
Austin TX 78752

Quote# SA38246
Hays County Sherrif's Office
Added Aeron Chairs
MILLERKNOLL OMNIA PARTNERS COOPERATIVE 2020000622
Unique Entity ID GMZ3G2CKKQH3
CAGE Code 67397

Account Rep: Shannon Allwin
Phone: (512) 920-4415
Email: sallwin@alfredwilliams.com
Designer: N/A
Prepared By: Shannon Allwin

****Due to current market conditions, all quotes are valid for fifteen (15) days and subject to change due to manufacturers price increases or updated surcharges.****

Item	Vendor	Qty.	Product Number	Description:	Unit	Extended
Alias 1:						
1	*HMI*	**18**	**AER1C33AW**	+Wk Chair,c size,high-height range,tilt limiter & seat angle,height-adjustable plus pivot arms,nonuphst armpads	List: $2,395.00 Sell: $1,173.55 Sell Discount: 51.00	$43,110.00 $21,123.90
				Back Support Option ALP +adjustable posturefit SL Frame Finish G1 +graphite (CP) Chassis Finish G1 +graphite (CP) Base Finish G1 +graphite (CP) Casters/Glides BB +2 1/2" hard caster, black yoke, carpet only Armpad Finish BK +black 8Z Pellicle 231 +8Z Pellicle-Pr Cat 1 231 Colors 03 +8Z Pellicle graphite		
				Alias 1 Subtotal:	List: $43,110.00 Sell: $21,123.90	
Alias 1: XXSERVICES						
2	*SVC*	**1**	**INSTALLATION**	LABOR AND INSTALL DURING NORMAL HOURS	List: $0.00 Sell: $797.50 Sell Discount: 0.00	$0.00 $797.50
				Alias 1 Subtotal:	List: $0.00 Sell: $797.50	

List: $43,110.00
Total Sell: $21,921.40

TERMS: For the purposes of this agreement, Seller refers to Alfred Williams & Company

1. Initial _____ All orders and contracts are subject to acceptance by an authorized representative of Seller with no notice of acceptance required. Acceptance of an order shall require a financial **deposit payment equaling 50%** of the Sales Contract value, unless waived by Seller.

2. Prices quoted by Seller are effective for fifteen (15) days unless withdrawn sooner by Seller.

3. Seller shall retain a security interest in merchandise subject to the Sales Contract until Buyer has paid for merchandise in full.

4. Initial _____ The Sales Contract shall not be cancelled or terminated by Buyer without Buyer being subject to and Buyer paying all cancellation charges assessed against Seller by its manufacturing vendors. **Cancellation charges may be as high as 100% of Seller's product purchase price** from it's manufacturing vendors.

5. Seller shall not be liable for any failure, delay or interruption in the performance of a Sales Contract due to causes beyond its control, including, but not limited to fires, floods, strikes, labor disputes, interruptions in transportation services, a shortage of raw materials, failure to obtain goods delivery from manufacturers or for any other reason beyond the control of Seller. Delays in the performance of a Sales Contract shall not release Buyer from its contractual obligations to purchase and pay Seller in accordance with the Sales Contract.

6. Merchandise subject to a Sales Contract shall be subject to reasonable variation in standard stain, color, quality and finish in accordance with normal industry standards.

7. Delivery and installation of merchandise shall occur between the hours of 7:30 AM and 5:00 PM on standard business days, Monday through Friday, excluding holidays. Should Buyer request performance of work outside of these standard days and times, said work shall be subject to overtime rates at one and one half times for weekday after hours and Saturdays and at double time for Sunday and holiday work activities.

8. Initial _____ If either delivery and installation of merchandise is **delayed in excess of thirty (30) days** beyond the original planned installation date or if merchandise delivery initially scheduled to be delivered directly to Buyer's site from the manufacturing location must subsequently be diverted to a Seller warehouse or other storage site due to construction delays or delays deemed to be controllable or influenced by Buyer or Buyer's agents or contractors, Buyer agrees to immediately **pay Seller for one hundred percent (100%) of the Product and Design** values identified on the Sales Contract, less the value of deposit payments previously provided by Buyer. Buyer also agrees to pay Seller for storage and additional handling charges at Seller's current rates for each month in which product remains in Seller's warehouse.

9. Should Buyer request that merchandise be stored at Buyer's site prior to installation of said merchandise, Buyer shall assume all responsibility for loss or damage after delivery of merchandise is made and Buyer agrees to immediately pay Seller for one hundred percent (100%) of the Product and Design values identified on the Sales Contract, less the value of deposit payments previously provided by Buyer.

10. All merchandise shall be considered accepted after Buyer has signed and presented a Delivery Ticket to Seller. Buyer agrees not to begin using or to occupy merchandise prior to providing written acceptance of said merchandise to Seller. After delivery to and acceptance of merchandise by Buyer, all risks of loss or damage shall pass to Buyer. Buyer agrees to hold Seller harmless from any and all loss or damage.

11. Merchandise subject to a Sales Contract is non-returnable and non-exchangeable by Buyer.

12. Buyer's payment to Seller shall be due and **payable in full within thirty (30) days after Seller's invoice date.** Buyer shall pay Seller financing charges equal to 1.5% per month on all balances outstanding beyond thirty (30) days.

13. Buyer shall be responsible to pay Seller for any and all legal, collection, or other expenses incurred by Seller in order to enforce Buyer to make full payment in accordance with the Sales Contract.

14. This Sales Contract shall be governed and enforceable in accordance with the laws of the State of North Carolina.

15. This Sales Contract contains all the terms, provisions, conditions and warranties of a purchase contract and no extension, modification or amendment shall be valid unless it is in writing and is signed by an authorized officer of Seller.

16. Any and all terms and conditions stated herein shall supersede any and all other prior written, oral or implied agreements, negotiations, arrangements or understandings.

17. Visa/Mastercard/American Express payments in excess of $5,000 will incur a 3% processing fee.

I acknowledge that I have read and accept this contract and the complete conditions of sale.

Company/Buyer Name _____

Authorized Purchaser Name _____

Signature _____ **Date** _____

ALFRED WILLIAMS & CO

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GMZ3G2CKKQH3	**67397**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 12, 2027**	
Physical Address	Mailing Address	
410 S Salisbury ST **# 200** **Raleigh, North Carolina 27601-1731** **United States**	**410 S. Salisbury ST.** **Suite 200** **Raleigh, North Carolina 27601-1731** **United States**	

Business Information

Doing Business as	Division Name	Division Number
ALFRED WILLIAMS & CO	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
North Carolina 02	**North Carolina / United States**	**HTTP://www.alfredwilliams.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 14, 2026	**Jan 12, 2026**	**Jul 11, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1867	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**67397**

Points of Contact

Electronic Business

JEFF Russell

410 S. Salisbury ST.
Raleigh, North Carolina 27601
United States

JEFF Russell

410 S. Salisbury ST.
Raleigh, North Carolina 27601
United States

Government Business

SCOTT Boyette

410 S. Salisbury ST.
Raleigh, North Carolina 27601
United States

Jennifer Hickerson, Regional President

410 S. Salisbury ST.
Raleigh, North Carolina 27601
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**449110**	**Furniture Retailers**
	238390	**Other Building Finishing Contractors**
	484210	**Used Household And Office Goods Moving**
	532420	**Office Machinery And Equipment Rental And Leasing**
	541410	**Interior Design Services**

Disaster Response

This entity does not appear in the disaster response registry.

AGENDA ITEM REQUEST FORM: G. 20.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to purchase law enforcement equipment valued at $16,898.71 using the FY 2026 Texas Comptroller of Public Accounts Rural Law Enforcement Grant Award. **INGALSBE/HIPOLITO**

Summary:

The Sheriff's Office is requesting to purchase 13 ballistic vests totaling $16,898.71 from Angel Armor using Buy Board number 798-26. Funding for this request is available in the FY 2026 Texas Comptroller of Public Accounts Rural Law Enforcement Grant Award.

Fiscal Impact:

Amount Requested: $16,898.71
Line Item Number: 001-618-99-214.5717_400

Budget Office:

Source of Funds: Grant Funds
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard: 798-26

Auditor's Office

G/L Account Validated Y/N?: Yes, Law Enforcement Equipment Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Angel Armor Quote #QUO90132-BB

Customer Quote

ANGEL ARMOR
760 SE FRONTAGE RD,
FORT COLLINS, CO 80524
ANGELARMOR.COM

MV - Matt Varga

Quote #	QUO90132-BB
Quote Date	7/17/2026
Expires:	8/16/2026

Buy Board 798-26

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	12	1,178.10	14,137.20
	anything 2XL or larger will have a $50 surcharge			
01-00491-01	RISE, Flex Carrier, Black, Load Bearing, Premium IIIA	1	1,178.10	1,178.10
	anything 2XL or larger will have a $50 surcharge			
01-00378-02-V2	Ally One, Single Handcuff Pouch, Dark Navy, V2	12	36.72	440.64
01-00379-02-V2	Ally One, Universal Radio/Taser Pouch, Dark Navy, V2	12	37.74	452.88
01-00380-02-V2	Ally One, Tourniquet/Shears Pouch, Dark Navy, V2	12	34.68	416.16
01-00374-01-V2	Ally One, Single Rifle Magazine Pouch, Black, V2	1	37.74	37.74
01-00378-01-V2	Ally One, Single Handcuff Pouch, Black, V2	1	36.72	36.72
01-00379-01-V2	Ally One, Universal Radio/Taser Pouch, Black, V2	1	37.74	37.74
01-00380-01-V2	Ally One, Tourniquet/Shears Pouch, Black, V2	1	34.68	34.68

Subtotal	**16,771.86**
Shipping Cost (UPS® Ground)	**126.85**
Total	**$16,898.71**

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:_____

AGENDA ITEM REQUEST FORM: G. 21.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Hammer

Agenda Item:

Authorize payment of a one-year software subscription with Motorola Solutions for $2,975.03 for two mobile license plate readers mounted on one Sheriff's Office highway interdiction vehicle. **HAMMER/HIPOLITO**

Summary:

The Sheriff's Office requests payment of $2,975.03 for a Motorola Solutions software subscription. The vendor installed two mobile license plate reader cameras for testing, which are currently mounted on a Hays County highway interdiction vehicle. This software subscription is for the VehicleManager Solution software servicing only those license plate reader cameras mounted on the HCSO vehicle and does not include any fixed position cameras. The county submitted a grant application to the Office of the Governor, Urban Area Security Initiative (UASI) - Austin program in March of 2025. The Austin UASI workgroup recommended the project for funding, but UASI funds are currently not being released due to federal lawsuits. If funds are awarded for this project, the award would be brought before the Commissioners Court to accept or reject before funding is accepted from the agency.

Fiscal Impact:

Amount Requested: $2,975.03
Line Item Number: 001-618-00.5429

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: Sourcewell Contract 020625-MOT

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Motorola Solutions Quote - Sourcewell
Motorola Contract

MOTOROLA SOLUTIONS

QUOTE-3656231
1YR VEHICLE MANAGER

Billing Address:
HAYS COUNTY SHERIFFS DEPT
1307 UHLAND
SAN MARCOS, TX 78666
US

Shipping Address:
HAYS COUNTY SHERIFFS DEPT
1307 UHLAND
SAN MARCOS, TX 78666
US

Quote Date:05/27/2026
Expiration Date:09/14/2026
Quote Created By:
Joseph Skrypkun
Joseph.Skrypkun@motorolasolutions.com

End Customer:
HAYS COUNTY SHERIFFS DEPT
Chris Morgan
christopher.morgan@hayscountytx.gov
512-393-7800

Contract: 39809 - SOURCEWELL 020625-MOT
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	Investigative LPR Applications						
1	VS-VM-HS	SOFTWARE,VEHICLEMANAGER HOSTED SUBSCRIPTION	1	1 YEAR	$3,500.04	$2,975.03	$2,975.03
2	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		$330.00	$0.00	$0.00

Subtotal $3,830.04

Total Discount Amount $855.01

Grand Total $2,975.03(USD)

Notes:

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

INVESTIGATIVE LPR APPLICATIONS VEHICLEMANAGER SOLUTION DESCRIPTION

VEHICLEMANAGER / VEHICLEMANAGER ENTERPRISE

VehicleManager / VehicleManager Enterprise is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.

Key Features and Benefits:

- **Advanced Search Capabilities**: Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display**: View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options**: Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics**: Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts**: Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management**: Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures**: Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.

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LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

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FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

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The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment

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- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
  - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
  - CompTia Network + Certification
  - Networking Degree in IT
  - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
  - Electrical Certification/Permitting
    - Low Voltage Certification
    - High Voltage Certification
- Equipment Certification
  - Bucket Truck Certification
  - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.

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- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location (“Site”), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

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- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.

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- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

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Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist

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PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment

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Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Netowrk Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.

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Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

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Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
  - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer’s firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

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CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or

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Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.

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Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with fstandard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate

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MASTER AGREEMENT # 020625
CATEGORY: Public Safety Communications Technology and Hardware Solutions
SUPPLIER: Motorola Solutions, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 West Monroe Street, Suite 4400, Chicago, IL 60661 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities. Participation is open to eligible state/province, and municipal governmental entities, higher education, K-12 education, tribal government, and other public-funded entities located in the United States and Canada.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the

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Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

   1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:

      Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

      a. In-station Public Safety alerting or paging systems;
      b. Dispatch/control room consoles and associated integrated communications equipment;
      c. Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems;
      d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
         i. Satellite communications equipment;
         ii. Portable and deployable wireless hubs, routers, and networks;
         iii. Mesh networks and mesh radios;
         iv. Land mobile/broadband radios;
         v. Push to talk over Cellular (PoC) handsets; and,
         vi. High Power User Equipment (HPUE) for LTE; and,
      e. Airborne, marine, and underwater communication systems.

   2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.

7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

10) **Not to Exceed Pricing.** All Included Solutions shall be priced as stated in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

12) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will adhere to the state and local statutes of each jurisdiction and agency when conducting business, including that with Sourcewell. As every state and local agency has different regulations and requirements, Supplier will evaluate and adhere to all applicable legal requirements. Supplier with uphold or obtain any licenses required by states with those designations. Participating Entities may request all relevant documentation directly from Supplier.

iii) Supplier warranties for Included Solutions are set forth in Supplier's then-current Motorola Solutions Customer Agreement found at (https://www.motorolasolutions.com/en_us/about/legal.html).

13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

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Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** xcept as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **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 C.F.R. § 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 C.F.R. § 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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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 C.F.R. § 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

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the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** f the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** To the extent applicable, Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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 C.F.R. § 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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);
    - Participating Entity Physical Street Address;
    - Participating Entity City;
    - Participating Entity State/Province;
    - Participating Entity Zip/Postal Code;
    - Sourcewell Participating Entity Account Number;
    - Transaction Description;
    - Transaction Purchased Price;
    - Sourcewell Administrative Fee Applied; and
    - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. Supplier's books and records provided to Sourcewell and the Minnesota State Auditor pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Supplier. In no circumstances will Supplier be required to create or maintain documents not kept in the ordinary course of Supplier business operations.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

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14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Supplier or its agents or employees. Sourcewell will provide prompt written notice to Supplier of any claim or suit, and will cooperate with Supplier in its defense or settlement of the claim or suit. Supplier's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Supplier's indemnification obligations under the Contract are excluded from this provision. SUPPLIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

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materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance as follows:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer

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edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Upon policy(ies) renewal, updated certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the Commercial General Liability insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days

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in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Unless negotiated with the Participating Entity, acceptance or rejection shall be communicated to Supplier in writing within five (5) days of delivery. Failure to notify Supplier in writing within five 5) days will deem equipment as accepted by the participating entity.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Supplier will require the use of the then-current Motorola Solutions Customer Agreement (MCA) an example of which may be found at (https://www.motorolasolutions.com/en_us/about/legal.html). Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually

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agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

Direct US Federal Orders: Motorola contracts with the U.S. Government under 48 CFR (FAR) Part 12 "commercial product and services" procedures and under standard terms set out at http://www.motorolasolutions.com/fedgov/omterms. Federal orders will be subject to MSI's contractual review to address Federal contract provisions incorporated in such orders.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Motorola Solutions, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Scott Lees 0D7470799D1A4DF...
By: _____	By: _____
Jeremy Schwartz	Scott Lees
Title: Chief Procurement Officer	Title: Regional Vice President
Date: 11/5/2025 | 9:05 PM CST	Date: 11/5/2025 | 1:38 PM CST

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RFP 020625 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name:	Motorola Solutions, Inc.
Address:	500 W Monroe St Ste 4400 Chicago, IL 60661
Contact:	Larsen Grabenkort
Email:	larsen@motorolasolutions.com
Phone:	971-227-2856
HST#:	36-1115800

Submission Details

Created On:	Friday December 13, 2024 10:15:44
Submitted On:	Thursday February 06, 2025 09:14:26
Submitted By:	Lane Feingold
Email:	lane.feingold@motorolasolutions.com
Transaction #:	6927b475-d407-4c35-8356-cbf4244676be
Submitter's IP Address:	147.243.203.207

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Motorola Solutions, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	All Public Safety Radio orders will be made on Motorola Solutions paper with a purchase order made out to Motorola Solutions. All Professional & Commercial Radio orders will be placed with authorized Motorola Solutions Resellers if applicable. A list of Authorized Motorola Solutions Resellers will be provided upon contract award.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	78205	*
5	Provide your NAICS code applicable to Solutions proposed.	334300	
6	Proposer Physical Address:	Motorola Solutions, Inc. 500 West Monroe Street, Suite 4400 Chicago, IL 60661	*
7	Proposer website address (or addresses):	www.motorolasolutions.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Scott Lees Regional Vice President 500 West Monroe Street, Ste 4400 Chicago, IL 60661 scott.lees@motorolasolutions.com 714-553-9003	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Motorola Solutions, Inc. ("Motorola") is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and recently revolutionizing public safety by creating the first complete ecosystem acquisition and integration of a number of specialized companies. From its inception to now, Motorola Solutions radio technology leads the industry in public safety and commercial radio. We are not perfect, but we will always remain present to see through the commitments we have made. And we will continue to innovate and push the technology forward to help our customers be their best in the moments that matter.	*
12	What are your company's expectations in the event of an award?	If awarded, Motorola expects to utilize this contract with many of our customers to allow them to purchase equipment and services without going to bid.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To demonstrate our financial strength and outlook, Motorola has uploaded our 2024 Q3 earnings press release with consolidated Operations Statement. This document provides the most up-to-date, meaningful data on Motorola's financial position. Additional financial statements, and updated earnings releases are available at https://www.motorolasolutions.com/investors/earnings-and-sec-filings.html#id3532493800 and can also be provided upon request.	*
14	What is your US market share for the Solutions that you are proposing?	Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
15	What is your Canadian market share for the Solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Motorola Solutions, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assistance for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Motorola Solutions is a manufacturer as well as a service provider. We have a direct sales force of 230 people across the United States as well as over400Manufacturer Representative sellers throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging an integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners to deliver unparalleled value and ease of doing business with our Customers. The Manufacturer's Representative (MR) Sales Program requires its representatives to be properly trained and up-to-date to ensure that our MRs are familiar with our products/solutions and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola. Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry. The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery. From the Service Shop perspective, Motorola has 450+ registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers. Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the training and certifications specific to Motorola ASTRO 25 Systems & Infrastructure, Astro 25 Subscribers, P25, R56, and Motorola's Service Specialist Program.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes: ¬ Antenna System Analysis (SRV2012) ¬ Astro Ethernet Testing ¬ Astro Networking I ¬ Astro Firewalls/CEN ¬ End-to-End Audio ¬ Link Verification ¬ LMR Master Basics ¬ Network+ Bootcamp ¬ Passive Intermodulation ¬ R56 Installer/Auditor (NST9257) ¬ Security+ Bootcamp ¬ Signal Investigation Techniques CompTIA Certifications: ¬ CompTIA Network+ ¬ CompTIA Secuity+ ETA Certifications: ¬ Antenna System Analysis (ASA) ¬ APX Radio Technician (APX) ¬ Associate (CETa) ¬ Astro 25 RF Site Preventative Maintenance (A25-SPM) ¬ Certified Service Manager (CSM) ¬ Communication Site Inspector / Auditor (CSIA) ¬ Communication Site Installer (R56) ¬ Computer Service Technician (CST) ¬ Customer Service Specialist (CSS) ¬ Data Cabling Installer (DCI) ¬ Industrial Electronics (IND) ¬ Information Technology Security (ITS) ¬ General Communications Technician I (GCT1) ¬ General Communications Technician II (GCT2) ¬ GTR 8000 P25 RF Site Performance Verification (GTR-SPV) ¬ GTR 8000 Repeater Site Technician (GTT) ¬ Master CET (CETma) ¬ Master Specialty (CETms(RF or IT)) ¬ M Core Technician (MCT 7.x) ¬ Microwave Radio Technician (MRT) ¬ Mobile Communications and Electronics Installer (MCEI) ¬ Network Computer Technician (NCT) ¬ Network Systems Technician (NST) ¬ PIM ¬ RADAR (RAD) ¬ RF Signal Investigation Techniques (RFSIT) ¬ T1 Link Verification (T1LV) ¬ Telecommunications (TCM) ¬ Wireless (USMSS/TRN/WCN) ¬ Wireless Network Technician (WNT) ¬ PIM ¬ RADAR (RAD) RF Signal Investigation Techniques (RFSIT) ¬ T1 Link Verification (T1LV) ¬ Telecommunications (TCM) ¬ Wireless (USMSS/TRN/WCN) ¬ Wireless Network Technician (WNT)	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Motorola Solutions, Inc. (“Motorola”) asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Company Awards: Forbes Most Trusted Companies in America, 2025 TIME Best Companies for Future Leaders, 2025 Newsweek America's Greenest Companies, 2025 Newsweek America's Most Responsible Companies, 2025 Built In 100 Best Large Companies to Work for in Chicago, 2024 Built In Chicago 100 Best Places to Work in Chicago, 2024 Disability Equality Index Best Places to Work, 2024 Fast Company World’s Most Innovative Companies, 2024 Fast Company Best Workplaces for Innovators, Large Companies and Enterprise Products & Services, 2024 Forbes America's Best Employers for Veterans, 2024 Forbes World's Best Employers, 2024 Forbes World's Top Companies for Women, 2024 Government Technology GovTech 100, 2024 Newsweek America's Most Trusted Companies, 2024 Newsweek World's Most Trustworthy Companies, 2024 Newsweek America's Greatest Workplaces for Diversity, 2024 TIME World's Best Companies, 2024 TIME America's Best Mid-Size Companies, 2024 USA Today America’s Climate Leaders, 2024 Women Tech Council Shatter List, 2024 Wall Street Journal Best Managed Companies, 2024 Technology Awards: iF Design Award, TLK 25 Radio, 2024 Red Dot Design Award, TLK 25 Radio, 2024 Chicago Athenaeum Good Design Award, APX N70 Radio, 2023	*
21	What percentage of your sales are to the governmental sector in the past three years?	Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
22	What percentage of your sales are to the education sector in the past three years?	Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Motorola Solutions holds agreements with NASPO, HGAC, Texas DIR, and has numerous other frame agreements and statewide contracts.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA or SOSA contract for Radio Products.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Arizona Wireless Systems Bureau	Jeremy Knoll	602-881-3028	*
State of New Mexico Public Safety Communications	Michael Rohrbacher	505-316-5040	*
Douglas County Sheriff's Office (Colorado)	Jeff Vaughn	303-660-7506	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Motorola Solutions has approximately 230 direct (Motorola badged) sales employees that sell the hardware, software, and services included in this RFP response. Motorola also has a Manufacturer's Representative (MR) channel consisting of over 400+ sellers that cover the United States. These MR sellers conduct sales associated with this contract that will flow directly through Motorola. Motorola direct and MR sellers are able to sell our public safety communication equipment to our customers. Motorola Solutions also has 438 Channel Partners with 1,680 sellers across the US. Motorola Channel Partners are able to sell commercial equipment to our customers. Motorola has direct, MR, and Channel Partners representation in all 50 states.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Motorola has approximately 800 direct (Motorola badged) sales employees sales and service representation in all 50 states. If applicable, a list of Authorized Motorola Solutions Resellers will be provided upon contract award.	*
28	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of 165 Service Partners and 450 Partner locations across all 50 states. Both FSO and our Service Partners are both described in the answer to Line 17.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For our Public Safety communication equipment, only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions. If applicable, All Professional & Commercial Radio orders will be placed with authorized Motorola Solutions Resellers. A list of Authorized Motorola Solutions Resellers will be provided upon contract award. authorized Motorola Solutions Resellers will propose and do business on their own terms and conditions subject to their own liability. They will not produce quotes/proposals or invoices on behalf of Motorola Solutions.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service offers vital support through a customized blend of local field service teams, centralized experts utilizing an advanced service delivery platform, product repair centers, and the MyView Portal. These service components work together seamlessly to quickly assess problems, accurately identify root causes, and efficiently resolve issues, ensuring the prompt restoration of the customer's network to full functionality. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the requirements of our customers.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully equipped and staffed to provide our products and services to Sourcewell participating agencies across the United States. With a proven track record spanning decades, we are committed to delivering exceptional service and consistently meeting our customers' needs. After participating in this contract for the last four years, our internal process for handling prospective customers through Sourcewell, quoting, and processing orders using Sourcewell is proven and has been solidified.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of our RFP response.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will not be serving any part of Canada through the proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Within the United States, we will be fully serving all Federal, State, local government and education entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. (“Motorola”) asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Motorola Public Safety equipment is limited to the following participating entities: • State and Local government entities; • Cities, Towns and Counties; • Education service cooperatives; • K-12 and higher education entities; • Tribal government entities; and • Public-funded agencies. If applicable, Professional & Commercial Radio orders could be sold to nonprofit entities with authorized Motorola Solutions Resellers. A list of Authorized Motorola Solutions Resellers will be provided upon contract award	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships we build with our customers and actively engages with them on a regular basis. We also connect through live events, webinars, and tradeshows. We plan to host webinars to explain the benefits of the Sourcewell contract to all of our sellers. Additionally, plan to run region-specific contract-exclusive promotions through email campaigns to help promote the Sourcewell contract to our customers. These are two things that we have not done much in the last 4 years, but we plan to put effort into them if awarded.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions utilizes its social media platforms—LinkedIn, Facebook, Twitter, and YouTube—to share our values and mission. Through these channels, we promote upcoming product and software launches, showcase customer success stories, and share marketing materials such as videos and documents to emphasize our dedication to public safety. We also sponsor customer-led programs that offer a platform for user feedback..	*
39	In your view, what is Sourcewell’s role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	If awarded the contract, we will create collateral for our direct sellers to help promote Sourcewell. We have grown this contract throughout the last four years without much promotional effort, but know that this is something we plan to do to continue to grow the dollars purchased using Sourcewell. Discussing the Sourcewell contract with any/all of our customers is beneficial because they have a contracting vehicle in place that is already competitively bid and priced, and a purchase using Sourcewell can typically be made without the purchasing agency going to bid.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). However, all of our accessories and many of our parts are available through that system for our customers to order at any time. When using the e-procurement system, eligible agencies can select the Sourcewell contract so that the proper discounts, per the contract pricing, are given.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions offers a Learning eXperience Portal (LXP) that provides access to all resources from our Worldwide Learning Services (WLS) team. Through the portal, you can register for training, complete online courses, and track your progress on any required training. We also offer in-person training for select courses. While training is not mandatory, we strongly recommend it for customers using a solution for the first time. You can access our training portal here: https://learning.motorolasolutions.com/.	*
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	Motorola's public safety radios and radio systems all follow the Project 25 (P25) Standard. The P25 standard was created to allow for the highest level of radio interoperability between public safety agencies. Following the P25 standard allows for other manufacturer's P25 radios to work on our P25 infrastructure, and for our radios to work on other manufacturer's P25 infrastructure. Motorola's commercial radios and radio systems all follow the Digital Mobile Radio (DMR) Standard. The DMR standard was created to allow for interoperability between commercial radio systems when desired. Following the DMR standard allows for other manufacturer's DMR radios to work on our DMR infrastructure, and for our radios to work on other manufacturer's DMR systems. In addition, our radio solutions can communicate with Security Cameras, Body Worn Cameras, Computer Aided Dispatch Systems, and Access Control System, which can improve response times when incidents occur.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Please see pages 58-76 of our 2023 Corporate Responsibility Report attached. It can also be found here: https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We’re proud of the following recognition we received in 2023, demonstrating our commitment to sustainability and the environment: • Investor’s Business Daily 100 Best ESG Companies • Newsweek America’s Most Responsible Companies • Newsweek America’s Greenest Companies • USA Today America’s Climate Leaders All of our sites that produce the equipment that we sell are ISO 14001, ISO 45001 and ISO 9001 certified. Our Chicago, Illinois headquarters continues to maintain the following designations: LEED Gold, Energy Star and BOMA360 More information can be found on pages 58-76 of our 2023 Corporate Responsibility Report attached. It can also be found here: https://www.motorolasolutions.com/content/dam/msi/docs/corporate-responsibility/2023-corporate-responsibility-report.pdf	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a leading provider of public safety solutions with over 90 years of experience. Our core mission is to serve the public safety sector. We’ve invested over $12 billion in organic Research and Development and acquisitions over the last 10 years advancing our technologies. We dedicate our R&D efforts to creating integrated solutions that work seamlessly together. Through this approach, we’ve developed an end-to-end platform that supports the entire incident management process—from the moment someone calls 911 to the closure of the case. Additionally, we offer comprehensive implementation, managed, and support services to ensure our solutions are properly installed and maintained throughout their entire lifecycle. Also, between our direct, MR, and dealer sellers for sales, and our Field Service Organization, Motorola Certified Service Shops, and dealers for service… our presence in the United States is second to none in the industry.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	No	*
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	No	*
48		Women Business Enterprise (WBE)	○ Yes ◉ No	No	*
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	No	*
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	No	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	No	*
52		Small Business Enterprise (SBE)	○ Yes ◉ No	No	*
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	No	*
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	No	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30. Acceptable forms of payment are electronic payments (EFT or ACH), physical check, or credit card.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We have included all standard transaction documents as part of our uploaded response. They include: 1. Exceptions/Clarifications to RFP#020625 2. Master Agreement Document with applicable redlines 3. Motorola Solutions standard contractual documentation to supplement Sourcewell's Master Agreement #020625 We look forward to further discussions regarding all standard transaction documents provided in this proposal.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept the P-Card procurement and payment process. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. We are showing discount this way due to the size and complexity of our pricebook. It would be almost impossible to keep our full pricebook to date on the website. The discount details can be found in the pricing page that has been uploaded with our response.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing page of this response shows all of the different percentage discounts off of list price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts and/or system incentives may be applied based on the size and scope of the opportunity. We do not have any volume discounts based on specific quantities.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at cost plus. The percentage used varies depending on the item.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Integration and support services may be needed as a part of a Sourcewell member agency purchase. Those are priced on a per day basis. But each opportunity that requires integration and/or support services is unique and will require a custom quote for the necessary scope.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For our public safety grade equipment we do not charge freight, delivery, and shipping to government customers. For our Commercial & Professional grade equipment, customers can be subject to additional costs for delivery.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no specific or different freight, shipping, or delivery terms for Alaska or Hawaii for government customers. Shipping terms are FOB Shipping. Canada is not a part of our response.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any other distribution and/or delivery methods for the equipment included in this response that have not been discussed in our previous answers.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The quoting system that is used by Motorola Solutions requires that you pick the contract being used. When the Sourcewell contract is selected, that assures that the pricing discounts promised as a part of our response to this RFP are applied to the pricing in the quote, and shows that the Sourcewell contract has been used in the heading of the quote given to the customer.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The best metric that we have is the quarterly report that is run internally to provide to Sourcewell. Our goal would be for the amount sold each quarter to grow. Another metric that we can start tracking for Motorola Direct sellers is to see who is and is not using Sourcewell with any of their customers, with the goal being to bring that number as close to zero as possible.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose to keep the Administration Fee at 1%.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. They include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Services (P25 and DMR) Mobile and Portable radios and accessories (P25 and DMR) Base Stations and accessories (P25 and DMR) Radio Dispatch Consoles (P25 and DMR) Interoperability Solutions Fire Station Alerting Solutions and Services Radio Site Civil Infrastructure (Towers, Shelters, UPSs and Generators) Radio Implementation and Maintenance Services	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed in our previous answer.	*

Table 78: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offerings	Offered *	Comments	
73	In-station Public Safety alerting or paging systems;		(•) Yes ( ) No	Mach Alert	*
74	Dispatch/control room consoles and associated integrated communications equipment;		(•) Yes ( ) No	MCC7500e, CommandCentral AXS, and Avtec consoles. Nice and Verint Loggers	*
75	Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems		(•) Yes ( ) No	The APX and APX N series radio	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		(•) Yes ( ) No	See Below	*
77		Satellite communications equipment;	(•) Yes ( ) No	RF Site Backhaul	*
78		Portable and deployable wireless hubs, routers, and networks	(•) Yes ( ) No	Portable and deployable wireless hubs, routers, and networks	*
79		Mesh networks and mesh radios	( ) Yes (•) No	No	*
80		Land mobile/broadband radios	(•) Yes ( ) No	The APX and APX N series radios, TRBO radios, and the Ion	*
81		Push to Talk over Cellular (PoC) handsets	(•) Yes ( ) No	TLK Devices	*
82		High Power User Equipment (HPUE) for LTE	( ) Yes (•) No	No	*
83	Airborne, marine, and underwater communication systems		( ) Yes (•) No	No	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - MSI Sourcewell Pricing - For RFP Response 020625.pdf - Wednesday February 05, 2025 21:44:53
- Financial Strength and Stability - Financial Strength & Stability - Q3 2024 Financial Report.pdf - Wednesday February 05, 2025 21:47:35
- Marketing Plan/Samples - How to Use Sourcewell - Partners (1).pdf - Wednesday February 05, 2025 21:48:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sourcewell 020625_Exceptions & Clarifications.pdf - Wednesday February 05, 2025 21:49:09
- Requested Exceptions - Sourcewell 020625_Exceptions & Clarifications.pdf - Wednesday February 05, 2025 21:49:15
- Upload Additional Document - RFP_020625_Motorola Solutions Full Response.pdf - Thursday February 06, 2025 09:12:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lane Feingold, Senior Account Manager, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:10 PM	☑	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	☑	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	☑	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	☑	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	☑	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	☑	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	☑	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	☑	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	☑	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	☑	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	☑	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	☑	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	☑	1

AGENDA ITEM REQUEST FORM: G. 22.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: John Ellen, Constable Pct. 5

Sponsor: Commissioner Cohen

Agenda Item:

Approve out-of-state travel for Deputy Constable David Gamble to instruct the Law Enforcement Motor Standards Introduction to Police Motorcycle Operations Course from October 31st - November 22nd, 2026, in Montgomery, Alabama. **COHEN/ELLEN**

Summary:

All costs associated with this course are being covered by the Texas Department of Public Safety including travel, lodging, meals, and any other incidental expenses. The Deputy Constable's motorcycle will be transported via trailer.

Fiscal Impact:

Amount Requested: None
Line Item Number: N/A

Budget Office:

Source of Funds: Texas Department of Public Safety
Budget Amendment Required Y/N?: No
Comments: Texas Department of Public Safety is going to cover all costs associated with the program and travel.

Purchasing Office:

Purchasing Guidelines Followed Y/N?:
Comments:

Auditor's Office

G/L Account Validated Y/N?: N/A
New Revenue Y/N?:
Comments:

Attachments

Alabama Motor School

LAW ENFORCEMENT MOTOR STANDARDS

INTRODUCTION TO POLICE MOTORCYCLE OPERATIONS

NOV 9 – 20, 2026

80 - HOUR COURSE

ALABAMA LAW ENFORCEMENT EMERGENCY VEHICLE OPERATION CENTER

5896 OLD HAYNEVILLE ROAD MONTGOMERY, AL 36108

This course is designed to start training to these three high-occurrence activities to mitigate their frequency. The course itself is a homogenization of training from numerous sources, not a grouping of completely new cone courses.

Unlike all the other police motorcycle training courses currently being offered, this course is **FREE OF CHARGE.** There is no longer a need for your agency to choose between training new police motorcycle operators and depleting your training budget. Recertification will be based on interagency collaboration and teaching motor schools and/or monthly motorcycle training.

Participants must supply their own police motorcycle, with working emergency lights and siren. Alabama Highway Patrol and Texas DPS will not be responsible for any mechanical issues or damage that may occur to the motorcycle during training, and it is recommended that each agency supply a spare motorcycle, if possible, to mitigate the amount of training time missed due to mechanical issues.

THERE ARE THREE PRIMARY WAYS WHICH POLICE MOTORCYCLE OPERATORS HAVE BEEN KILLED IN THE LINE OF DUTY:

- **Oncoming vehicles turning in front of a police motor (or the police motor turning in front of oncoming traffic).**
- **Reard end collisions (a vehicle rear-ending a police motor, or a police motor rear-ending a vehicle), and**
- **Vehicles pulling out from the right into the path of the police motor.**

If you have any questions or to register, please contact:

Trooper Steve Petrick
(805) 975-9755
steven.petrick@dps.texas.gov

OPEN TO ALL LAW ENFORCEMENT OFFICERS

NATIONWIDE

AGENDA ITEM REQUEST FORM: G. 23.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Elaine Cardenas, County Clerk

Sponsor: Judge Becerra

Agenda Item:

Approve Out of State Travel for Chief Deputy Roxanne Rodriguez to attend the Property Records Industry Association (PRIA) Annual Conference in Buffalo, New York for an estimated amount of $1,707.33. **BECERRA/CARDENAS**

Summary:

PRIA (Property Records Industry Association) develops and promotes national standards and best practices for the property records industry. This positions Hays County to remain at the forefront of real property recording in Texas, ensuring the county not only keeps pace with statewide advancements but actively sets the standard for efficiency, transparency, and modernized public service.

Projected Costs:
Lodging (Block rate) - $612.94
Registration (Early Bird Rate) - $475
Airfare $465.39
Per Diem $154.00

Fiscal Impact:

Amount Requested: $1,707.33
Line Item Number: 101-617-10.5551

Budget Office:

Source of Funds: Records Management and Archive Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Travel and Conference Registration must follow the travel and purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Airfare Estimate
Lodging Pricing - PRIA
Registration Confirmation
Travel Advance Request
Conference Schedule

Outlook

Trip on hold - IIUDBN

From American Airlines <no-reply@info.email.aa.com>
Date Tue 7/21/2026 6:57 PM
To Roxanne Rodriguez <roxanne.rodriguez@hayscountytx.gov>

You don't often get email from no-reply@info.email.aa.com. Learn why this is important

Complete your booking

Confirmation code: **IIUDBN**

Your requested trip is now **On Hold**. You must complete your booking by **July 22, 2026 11:59 PM Central Daylight Time (CDT).**

Pay for your trip

Monday, August 24, 2026

AUS
Austin
11:21 AM

AA 799
Operated by American Airlines

CLT
Charlotte
3:12 PM

Seat: **27E**
Class: **(B)**
Meals:

CLT
Charlotte

AA 1486
Operated by American Airlines

Confirmation code: **IIUDBN**

Your requested trip is now **On Hold**. You must complete your booking by **July 22, 2026 11:59 PM Central Daylight Time (CDT).**

Pay for your trip

4:15 PM

BUF

Buffalo

6:02 PM

Seat: **27E**

Class: **(B)**

Meals:

Thursday, August 27, 2026

BUF

Buffalo

6:09 PM

AA 1195

Operated by American Airlines

ORD

Chicago O'Hare

7:27 PM

Seat: **19E**

Class: **(B)**

Meals:

ORD

Chicago O'Hare

9:04 PM

AA 935

Operated by American Airlines

AUS

Austin

11:50 PM

Seat: **24E**

Class: **(B)**

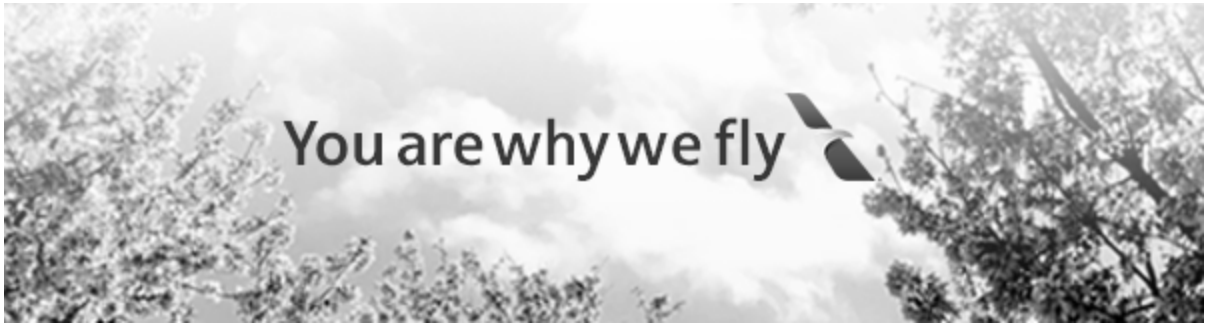
Meals:

Roxanne Falconrodriguez

Join the AAdvantage® Program

New ticket (AUS-AUS) $275.34

Taxes & carrier-imposed fees	$71.05
Standard Seat (AUS-CLT)	$38.14
Taxes & carrier-imposed fees	$2.86
Standard Seat (CLT-BUF)	$26.98
Taxes & carrier-imposed fees	$2.02
Standard Seat (BUF-ORD)	$22.33
Taxes & carrier-imposed fees	$1.67
Standard Seat (ORD-AUS)	$23.26
Taxes & carrier-imposed fees	$1.74
Total cost	**$465.39**



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Confirmation: #22420124

HYATT REGENCY

Hyatt Regency Buffalo / Hotel and Conference Center

Hyatt Regency | Award Category 2

Two Fountain Plaza, Buffalo, New York 14202, United States

+1 716-856-1234

Guest Details

MRS Roxanne Rodriguez

712 S. Stagecoach Trl. Ste. 20, Ste. 1071, San Marcos, TX, 78666, US

(512) 393-7333

ROXANNE.RODRIGUEZ@HAYSCOUNTYTX.GOV

1 King Bed

Pria 2026 Ann...

Special Rate: G-PRIA

Guests	1 Adult
Check-in	Mon, Aug 24, 2026, 04:00 PM
Checkout	Thu, Aug 27, 2026, 11:00 AM

Price Summary

Total Cost Per Room*	**$612.94**
3 Night Stay	**$525.00**
Mon, Aug 24	$175.00
Tue, Aug 25	$175.00
Wed, Aug 26	$175.00
Taxes & Fees	**$87.94**
Occupancy tax	$26.25
Sales tax	$45.94
City tax	$15.75

*Changes in taxes or fees will affect the total price.

•••• •••• •••• 0106 11/29

Payment details cannot be edited within two days of arrival. To update, please present your new payment method upon check-in.

This website uses cookies and other technologies to analyze traffic, personalize content and ads, record sessions, and improve our sites and services. By continuing to use this site, you agree to the use of these technologies as further described in our **Privacy Policy**.

Cookie Settings

Close

Special Requests

Additional Beds

No special requests added.

Bed Preference

No special requests added.

Room Requests

No special requests added.

Accessibility

No special requests added.

Smoking Preference

All guest rooms are nonsmoking.

Is there anything else you'd like to request for your visit?

Microwave Fridge

Terms & Conditions

Cancellation Policy

11:59Pm Hotel Time 2 Days BEFORE ARRIVAL or Pay 1 Night Fee /ccard Required

Deposit Policy

Credit Card Guarantee Required

Need help with your reservation? Contact Hyatt Customer Service **+1 800 233 1234**

This website uses cookies and other technologies to analyze traffic, personalize content and ads, record sessions, and improve our sites and services. By continuing to use this site, you agree to the use of these technologies as further described in our **Privacy Policy**.

You have successfully registered for the 2026 PRIA Annual Conference. Should you have specific questions or concerns please email info@pria.us

Registration Order Completed For: PRIA 2026 Annual Conference Registration

---

Order Date: 07/14/2026
Invoice Number: 50970
Order Number: 28007

Registrant Information

ID: 61166
Roxanne Rodriguez, Chief Deputy
Hays County
712 S. Stagecoach Trl., Ste. 2008
San Marcos, TX 78666

Phone: 512.393.7333
Email: roxanne.rodriguez@hayscountytx.gov

Order Details

Item	Price	Qty	Discount	Total
In Person Registration Government In Person Registration	$475.00	1	$0.00	$475.00

Total: **$475.00**
Amount Paid: **$0.00**
Amount Due: **$475.00**

Payment Information

Payment Method: Purchase Order (Will Mail Check)

Add To Calendar

183 Wind Chime Court , Ste. 203 • Raleigh, NC 27615
919.459.2081 • • www.pria.us

Cancellation and Refund Policy

If for any reason you will not be able to attend the conference, you have four options:

1. Change your registration type
2. Transfer your registration to a colleague
3. Cancel your registration
4. Transfer registration credit to the 2027 Winter Symposium.

REQUESTS MUST BE RECEIVED IN WRITING. **Please email info@pria.us.**

1. If you are registered for in-person participation but are no longer able to attend in person, you may change your registration to remote and receive a refund of the difference, if the request is received **on or before July 24, 2026**.

2. If you cannot attend in-person or remotely, you may transfer your participation to one of your colleagues who would like to attend instead. Delegates may send a substitute in their place in lieu of requesting a refund upon notification to PRIA **on or before July 24, 2026**. Substitutions will not be allowed if any sessions have been attended or viewed.

3. You may cancel your registration for a refund of the registration fee, less a $50 processing fee **on or before July 24, 2026**.

4. Registration credit may be transferred to the 2027 Winter Symposium. You will receive a coupon code to use when registering for the 2027 Winter Symposium. Credit will expire if not used by the 2027 Winter Symposium; the credit is use or lose. Submit cancellation **on or before July 24, 2026.**

The PRIA Office must be notified in writing (email info@pria.us) of any of the above options **by the dates shown above**. Funds for no-shows without prior notification and/or credit requests will be forfeited.

Property Records Industry Association
183 Wind Chime Court
Suite 203
Raleigh, NC 27615
919.459.2081

Payment Remittance Address:
Property Records Industry Association (PRIA)
P.O. BOX 844540
Boston, MA 02284-4540

HAYS COUNTY, TEXAS TRAVEL ADVANCE FORM

NAME OF PERSON SUBMITTING REPORT: Roxanne Rodriguez

PURPOSE OF TRAVEL: PRIA Annual Conference - August 25 - 27, 2026

DESTINATION: Buffalo, New York DEPARTURE DATE and TIME: August 24, 2026 @ 10am RETURN DATE and TIME: August 28, 2026 @ 10 pm

NOTE: In order to receive an advance on travel expenses, this form must be completed and submitted to the County Auditor no later than 12:00 p.m. on the Tuesday, two weeks prior to the travel date. Upon return to the county, an Employee Travel Expense Form must be completed and submitted to the County Auditor along with any refund due to the county or added expenses incurred. ***Please note that all meals are taxable as wages when travel does not include overnight stay. Taxes will be withheld through payroll on your month end check.**

ESTIMATED MEALS AND LODGING: (You must attach a copy of the Conference/Meeting Program)

DATE	BREAKFAST ($16.00 per day)	LUNCH ($19.00 per day)	DINNER ($28.00 per day)	LODGING EXPENSE	DAILY TOTAL
	*Meal reimbursements are taxable wages if not traveling overnight.				
8/24/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
8/25/2026	$ 16.00	$ 19.00	$ 28.00		$ 63.00
8/26/2026	$ -	$ -	$ -		$ -
8/27/2026	$ -	$ -	$ 28.00		$ 28.00
8/28/2026					$ -
					$ -

TOTAL ESTIMATED MEALS AND LODGING: $ 154.00

ESTIMATED TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach travel estimate)

Personal Auto Miles @ .70 Cents per Mile (shortest route): $ -

TOTAL ESTIMATED TRAVEL AND TRANSPORTATION: $ -

ESTIMATED OTHER EXPENSES

Conference Registration (attach copy of program):

Other Expense (explain in detail):

TOTAL ESTIMATED OTHER EXPENSES: $ -

TOTAL REQUESTED FOR EXPENSE ADVANCE: $ 154.00

STATEMENT OF OFFICIAL OR DEPARTMENT HEAD:

"The above named employee is hereby authorized to submit this advance travel expense form for the purpose stated hereon."

Signature of Official or Department Head Date

NOTE: UPON RETURN TO THE COUNTY AND WITHIN 10 DAYS, THE EMPLOYEE TRAVEL EXPENSE FORM MUST BE COMPLETED AND SUBMITTED TO THE COUNTY AUDITOR ALONG WITH ANY REFUND DUE TO THE COUNTY. ALL REQUESTS FOR REIMBURSEMENTS MUST BE SUBSTANTIATED WITH SUPPORTING DOCUMENTS/RECEIPTS (EXCLUDING MEAL PER DIEM).

2026 Annual Conference Schedule

Tuesday, August 25, 2026

8:00 AM – 9:30 AM EDT
Board Meeting
Regency Ballroom

10:00 AM – 2:00 PM EDT
Tour of Erie County Clerk's Office

12:00 PM – 6:00 PM EDT
Registration
Grand Ballroom Foyer

2:00 PM – 2:45 PM EDT
Remote Attendee Meet Up
Zoom

3:00 PM – 3:45 PM EDT
First Timers Reception - Invitation Only
Genesee Public House

4:00 PM – 5:00 PM EDT
Opening General Session
Grand Ballroom

5:00 PM – 6:00 PM EDT
Welcome Reception
Grand Ballroom Foyer

Wednesday, August 26, 2026

6:00 AM – 6:45 AM EDT
Morning Walk

Hyatt Regency Lobby

7:00 AM – 8:00 AM EDT

Breakfast

Grand Ballroom Foyer

7:00 AM – 4:30 PM EDT

Registration

Grand Ballroom Foyer

8:00 AM – 9:00 AM EDT

Keynote: Say "Yes, And!" to Progress - How to Turn Change into Forward Momentum

Grand Ballroom

9:10 AM – 10:10 AM EDT

General Session: America's Recording System at 250: Records, Property, and the Making of the American Republic

Grand Ballroom

10:10 AM – 10:40 AM EDT

Morning Networking Break

Grand Ballroom Foyer

10:40 AM – 11:30 AM EDT

General Session: Deed Fraud: Emerging Approaches, Open Questions, and Practical Considerations for County Offices

Grand Ballroom

11:40 AM – 1:00 PM EDT

Lunch & PRIA Annual Meeting

Grand Ballroom

1:00 PM – 2:00 PM EDT

General Session: The Next Generation of Land Registries

Grand Ballroom

2:10 PM – 3:30 PM EDT

General Session: Tech Basics - AI, Intelligent Document Processing

Grand Ballroom

3:30 PM – 4:00 PM EDT

Afternoon Networking Break

Grand Ballroom Foyer

4:00 PM – 5:00 PM EDT

General Session: Soapbox Session

Grand Ballroom

6:00 PM – 9:00 PM EDT

Decades Night at Big Ditch Brewing

Big Ditch Brewing Company

Thursday, August 27, 2026

6:45 AM – 7:30 AM EDT

Morning Walk

Hyatt Regency Lobby

7:30 AM – 8:30 AM EDT

Breakfast

Grand Ballroom Foyer

7:30 AM – 3:00 PM EDT

Registration

Grand Ballroom Foyer

8:30 AM – 9:30 AM EDT

General Session: Overview of ULC's Deed Fraud Act

Grand Ballroom

9:40 AM – 10:30 AM EDT

General Session: Who Can eRecord Land Records?

Grand Ballroom

10:30 AM – 11:00 AM EDT

Morning Networking Break

Grand Ballroom Foyer

11:00 AM – 12:00 PM EDT

General Session: Recorder Certificate Program

Grand Ballroom

12:00 PM – 1:00 PM EDT

Networking Lunch

Grand Ballroom Foyer

1:00 PM – 2:00 PM EDT

General Session: Self-Imposed Liens: Myths vs. Realities

Grand Ballroom

2:10 PM – 3:10 PM EDT

General Session: You've Found Fraud: What's Next?

Grand Ballroom

3:10 PM – 4:10 PM EDT

Closing Networking Reception

Grand Ballroom Foyer

AGENDA ITEM REQUEST FORM: G. 24.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Jennifer Doinoff

Sponsor: Commissioner Hammer

Agenda Item:

Approve the purchase of equipment for the Election Office from Amazon in the total amount of $7,957.99 and amend the budget accordingly. **HAMMER/DOINOFF/HUNT**

Summary:

The Elections Office is requesting to purchase the following equipment to assist with the needs of the office. Funding will be provided through the Election's Chapter 19 Fund.

Fiscal Impact:

Amount Requested: $7,957.99
Line Item Number: 002-655-00]

Budget Office:

Source of Funds: Election Contract Fund
Budget Amendment Required Y/N?: Yes
Comments:
($4,812) - Decrease Data Processing Supplies 002-655-00.5202
$1,932 - Increase General Supplies 002-655-00.5201
$2,880 - Increase Miscellaneous Equipment Operating 002-655-00.5719_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Choice Partners #22-045KN

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Amazon Order

Approve purchase request?

Comments for Jennifer Anderson

Optional

200 characters left

Approve Reject

This purchase request will expire and automatically cancel if approval actions are not complete by August 5, 2026 4:18 PM

Request details

PO number	No value entered	Change
GL code	002-655-00.5446	
Department	elections	
Comments/What items are for.	Voter Registration	
Additional Comments	Reimburse Chapter 19	

Order ID	111-3952295-4425846 111-7500345-1820250 111-2691062-9317038 111-5025282-9143434 111-4139332-6042655 111-7972953-0049011 111-2513094-1286605 111-1411028-0753835 111-8156420-1755411
Placed by	Jennifer Anderson on July 22, 2026 4:17 PM
Group Name	Elections
Payment method	Business Credit Account (formerly Pay by Invoice)
Deliver to	Jennifer Doinoff 120 STAGECOACH TRL SAN MARCOS, TX 78666-5268 United States
Requisitioner comments	Please pay by credit card

Request summary

Items	$7,985.98
Shipping & handling	$0.00
Order discount	-$27.99
Shipping discount	$0.00
Total before tax:	$7,957.99
Estimated tax to be collected*	$0.00
Request total	**$7,957.99**

Approvals required

The following approval policies apply to this order. Expand each policy to see who is needed to approve in order to complete the purchase.

	Spending Limit Group policy	**Awaiting approval**
	Spending Limit Group policy	**Awaiting approval**

33 item(s) requested for approval

Samsung 55-Inch Class Crystal UHD U8000H Series Samsung Vision AI Smart TV (2026 Model, 55U8000H) Crystal Processor 4K, Endless Free Content, Motion Xcelerator, Color Booster, Alexa Built-in

$327.99 | Qty: 3

Mark as rejected

22" Ring Light with 75" Tripod Stand, LED Display/2 USB Ports/6500K Dimmable Ring Light for ipad Phone Holder for Tattoo Lash Live Makeup Video Recording TikTok Barber Stylist Photography

Preferred by your organization

$79.98 | Qty: 2

Mark as rejected

DJI Osmo Pocket 3 Creator Combo Vlogging Camera with Mic 2, 1" CMOS, 4K/120fps Video, 3-Axis Stabilization, Face/Object Tracking, Fast Focus Bundle with Deco Gear 2 Lapel Microphones + 128GB Card

$791.01 | Qty: 1

Mark as rejected

DJI Mini 3 With DJI RC, 3-Axis Mechanical Gimbal Mini Camera Drone | 4K HDR Video, 38-Min Flight Time, up to 32800ft (10km) Video Transmission, Vertical Shooting, GPS Auto Return

Preferred by your organization

$498.00 | Qty: 1

Mark as rejected

NEWORK 75 Inch 4K Smart Board - Google EDLA-Certified Interactive Whiteboard, Android 14, 50-Point Touch, Wireless Casting - Digital Whiteboard for Classrooms & Hybrid Offices (Board Only)

$2,374.99 | Qty: 1

Mark as rejected

Bostitch Impulse Drive, 30 Sheet Electric Stapler, No Jam Technology, Easy Reload, Black

Preferred by your organization

$33.84 | Qty: 2

Mark as rejected

Presentation Clicker with USB-A & USB-C Receiver, 2.4GHz Wireless Presenter Remote with Volume Control & Red Light Pointer, Clicker for PowerPoint Slides Slide Advancer for Mac Computer, Plug & Play

$12.98 | Qty: 4

Mark as rejected

Delivery to your room of choice

$19.99 | Qty: 1

Mark as rejected

[2 Pack] 27 Inch Computer Privacy Screen for 16:9 Aspect Ratio Widescreen Monitor, Eye Protection Anti Glare Blue Light Computer Monitor Privacy Filter, Removable Anti-Scratch 27in Protector Film

$59.47 | Qty: 4

Mark as rejected

Fellowes Powershred 99Ci 18-Sheet 100% Jam-Proof Heavy Duty Crosscut Paper Shredder Machine for Office and Home, Black/Gray 3229912

Preferred by your organization

$259.99 | Qty: 2

Mark as rejected

Logitech MK550 Wireless Wave K350 Keyboard and Mouse Combo - Long Battery Life, Ergonomic Wave Design

$190.05 | Qty: 12

Mark as rejected

Have an idea to help us improve? **Send feedback** ›

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AGENDA ITEM REQUEST FORM: G. 25.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Flocke

Sponsor: Commissioner Hammer

Agenda Item

Authorize the execution of a Pedernales Electric Cooperative agreement for construction of underground electric distribution line(s) and associated facilities at Sentinel Peak Preserve. **HAMMER/FLOCKE**

Summary

Pedernales Electric Cooperative (PEC) has requested an underground acknowledgment for underground utilities at Sentinel Peak Preserve. An easement for these utilities was previously ratified by the Court on July 7, 2026.

Attachments

PEC Agreement

PEDERNALES ELECTRIC COOPERATIVE, INC.

APPLICANT REQUIREMENTS AND ACKNOWLEDGMENT AND ACCEPTANCE

FOR EXTENSIONS OF ELECTRIC FACILITIES

WHEREAS, the _____ (together with any successor or assign hereinafter called ("Applicant") requests electric service to _____, _____, from Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation ("PEC" or the "Cooperative") through underground and/or overhead electrical facilities ("Facilities").

WHEREAS, the Cooperative will extend electric service to an Applicant in accordance with its Tariff and Business Rules (the "Tariff"); and

WHEREAS, the Applicant will bear the cost of the Facilities adequate to serve its property; and

WHEREAS, underground and overhead electric primary and secondary lines and other facilities required to serve an Applicant ("Facilities Extension") may, by agreement with the Cooperative, be provided subject to other requirements; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Applicant hereby acknowledges and accepts as follows:

1. **General**. All applications for service will be subject to the Tariff and the standards and policies established by PEC which are in effect at the time the application for electric service is made. The Tariff is subject to change. If facilities must be constructed in connection with a Facilities Extension, the Cooperative will provide an estimated completion date and a Cost Calculation (as described in the Tariff) for all charges to extend electric service. The requests for new electric service requiring construction should be completed within ninety (90) calendar days of fulfilling all applicable requirements, unless delayed by a cause beyond the reasonable control of the Cooperative, or unless a different time period is agreed to by the Applicant and the Cooperative.

2. **Easements**. Applicant will furnish required easement rights to PEC on a PEC approved form for construction, installation, operation, maintenance, repair and replacement of Cooperative facilities.

3. **Residential and Non-Residential Service**. When applying for residential and non-residential service Applicant will provide, at no cost to the Cooperative, appropriate documentation demonstrating that the application to the Cooperative has been approved by all applicable authorities in accordance with the Tariff.

4. **Primary Level Service**.
   In order for Applicant to receive primary level service, Applicant must procure and construct, at the sole cost of the Applicant, all equipment and facilities including transformers, poles, and conductors, or as otherwise specified in the Tariff, on Applicant's side of the Point of Interconnection (defined in the Tariff). Applicant will own all facilities located on Applicant's side of the Point of Interconnection, and PEC will not perform any work on Applicant's side of the Point of Interconnection. Applicant assumes all responsibility for furnishing, installing, constructing, owning, maintaining, and operating all facilities beyond the Point of Interconnection.

5. **Construction**.

a. If the Facilities Extension includes underground facilities, Applicant will, at its sole expense, be responsible for providing and installing all trenches and backfill, primary sectionalizing cabinets, secondary cabinets, concrete work associated with pad-mounted facilities, secondary services, conduit, vaults, and any and all other facilities and equipment deemed necessary by PEC or as otherwise specified in the Tariff. At its discretion, PEC may require either primary termination cabinets or transformers at each transformer pad as cable is installed. After construction is complete, all installations provided by Applicant for underground facilities on PEC's side of the Point of Interconnection will be owned by PEC.

b. If the Facilities Extension includes underground facilities, Applicant shall not permit any lien upon any property that upon completion of construction, PEC will own for electric distribution service. At PEC's request, Applicant will provide PEC documented evidence that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.

6. Inspection.

If the Facilities Extension involves underground facilities, PEC, through its inspections, has the right to ascertain whether the plans and specifications are complied with during construction. In the event PEC finds any part of the work performed by Applicant has not been completed in accordance with the plans and specifications, PEC shall notify Applicant of any such deficiencies. Applicant will correct any and all deficiencies within ninety (90) days of notification from PEC. Costs incurred by Applicant or PEC for correcting any deficiencies discovered under this section shall be solely borne by Applicant. Inspection of construction of overhead facilities will be conducted in accordance with the Cooperative's standards.

7. Cost – Electric Facilities.

a. Consistent with the Tariff, the calculation of costs for the Facilities Extension will include costs for labor and materials, engineering, right-of- way acquisition, clearing, and all other costs directly attributable to the Facilities Extension ("Cost Calculation"). The Cost Calculation may expire or be re-calculated at the sole discretion of the Cooperative. Any additional cost incurred by the Cooperative in excess of the Cost Calculation will be at the sole expense of the Applicant and a final bill for all costs will be presented to Applicant upon completion of the Facilities Extension, if required.

b. PEC is not and will not be obligated to provide designs or Cost Calculations to an Applicant for a preliminary plan for a development that has not been reviewed and approved by the applicable authority.

8. Energization and Ownership.

a. Prior to energization, Applicant will submit payment and all required information and documents, as may be required by the Tariff and this acknowledgment, including, without limitation, PEC pre-construction criteria form/application, electric service data forms, construction plans, and executed easements; and complete a final inspection of the electric facilities with a PEC representative.

b. Applicant must complete its obligations in accordance with all PEC requirements and have submitted all appropriate documentation and payment before PEC begins construction of its facilities required to furnish electrical service to the property. The work required to provide service to Applicant will be determined in PEC's sole discretion and all costs will be borne by Applicant.

c. Upon completion and inspection of the Facilities by PEC, Applicant agrees, in accordance with the Tariff, that PEC shall at all times have complete ownership and control of the entire Facilities, excluding any facilities owned by Applicant for primary level service, without any obligation of PEC to refund any part of the contribution made by the Applicant, and that the Facilities shall be the property of PEC, up to the Point of Interconnection. Further, Applicant hereby grants, gives, and transfers all installed materials and electrical equipment to PEC free from any lien, security interest or other encumbrance.

9. **Changes to Electric Facilities**. Any changes to the Facilities required by Applicant or successor owner(s) of the property shall be at the sole expense of the party requesting such changes. In addition, changes in grade, placement of encroachments or obstructions within PEC's easement that affect access to PEC's facilities, and any condition that endangers or interferes with the safety, reliability, or efficiency of the Facilities shall be remedied at the cost of the Applicant or successor owner(s)of the property.

10. **RESERVED**

11. **Governing Law**. This acknowledgment shall be governed by, constructed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

12. **Survival.** Termination or expiration of this acknowledgment shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this acknowledgment.

ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, _____2026.

By: _____
Printed Name: _____
Title: _____

AGENDA ITEM REQUEST FORM: G. 26.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Hammer

Agenda Item

PLN-3004-PC; Call for a Public Hearing on August 11th, 2026 regarding the Replat of Lot 12B, Rolling Oaks Subdivision. **HAMMER/BERLAD**

Summary

The Replat of Lot 12B in Rolling Oaks Subdivision proposes two (2) lots across 10.05 acres. The subject property is located along Billie Brooks Lane in Driftwood and in Precinct 3. Water utility will be achieved by Rainwater Harvesting for Lot 12B-1 and a Private Well for Lot 12B-2. 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: July 28th, 2026
Requested By: Colby Machacek, Senior County Planner
Prepared By: Colby Machacek, Senior County Planner
Department Director: Michael Berlad, Interim Director
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3

AGENDA ITEM LANGUAGE:

Call for a Public Hearing on August 11th, 2025 regarding PLN-3004-PC; Replat of Lot 12B, Rolling Oaks Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- The Replat of Lot 12B in Rolling Oaks Subdivision proposes two (2) lots across 10.05 acres.
- The subject property is located along Billie Brooks Lane in Driftwood and in Precinct 3.
- Water utility will be achieved by Rainwater Harvesting for Lot 12B-1 and a Private Well for Lot 12B-2. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. Following the Public Hearing on August 11th, the project will be brought back to Commissioners Court for further action.

ATTACHMENTS/EXHIBITS:

Plat
Location Map

REPLAT OF LOT 12B, ROLLING OAKS SUBDIVISION ESTABLISHING LOTS 12B-1 & 12B-2, ROLLING OAKS SUBDIVISION HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That I, Mark Kurt Waterman, owner of Lot 12B of Rolling Oaks, a subdivision in Hays County recorded in book 1, page 109–110, Plat Records of Hays County, Texas, as described in a deed recorded in Document No. 19042670 of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE SAID Lot 12B, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Hays the streets, alleys, rights–of–way, easements, and public places shown hereon for such public purposes as the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF LOT 12B, ROLLING OAKS SUBDIVISION, ESTABLISHING LOTS 12B–1 AND 12B–2, ROLLING OAKS SUBDIVISION, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 2026.

By: _____
Mark Waterman
153 Billie Brooks Lane
Driftwood, Texas, 78619

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Mark Kurt Waterman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____ A.D. 2026.

_____
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____, A.D. 2026, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number _____.

WITNESS my hand and seal of office this the _____ day of _____, A.D. 2026.

_____ _____
Ruben Becerra — Elaine H. Cardenas
County Judge — County Clerk
Hays County, Texas — Hays County, Texas

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. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on–site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

_____
Eric Van Gaasbeek, R.S, C.F.M. — Date
Hays County Floodplain Administrator

_____
Kandice Boutte, Interim Director — Date
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no visible and apparent discrepancies, conflicts, visible overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly located and placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this _____ day of _____ A.D. 2026.

_____ _____
Arthur Vasquez Torres — Date
Registered Professional Land Surveyor, No. 5737
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is located within the Edwards Aquifer Contributing Zone and lies within the Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Numbers, 48209C 0255 F and 48209C 0265 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this _____ day of _____ A.D. 2026.

_____ _____
Al Carroll — Date
Registered Professional Engineer, No. 119251
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

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. 2026, 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. 2026.

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

PLAT NOTES

PEDERNALES ELECTRIC COOPERATIVE NOTES

1. DIMENSIONS AND LOCATIONS OF UTILITY EASEMENT

1.a. 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 lines.

1.a.a. *FOR LOTS 0.5 ACRE OR LESS:
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 five foot (5') wide utility easement along all other interior, side, and rear lot lines.

1.b. Private property within public and private roadway easements, access easements and right of way reservation 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.

1.c. All existing overhead lines shall possess a twenty foot (20') wide utility easement centered 10' each side of the line. all existing underground lines shall possess a fifteen foot (15') wide utility easement centered 7.5' each side of the line.

1.d. Each lot is subject to a floating ten foot (10') wide thirty foot (30') long guy wire easement as required by PEC.

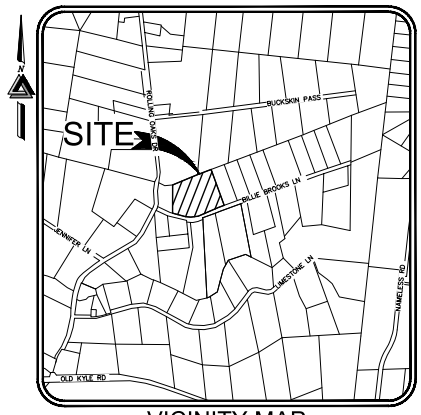
2. CONDITIONS OF UTILITY EASEMENT

2.a. The Utility Easement includes the right of ingress and egress over adjacent lands within the subdivision to or from the Utility Easement. The purpose of the Utility Easement with respect to electric facilities and related telecommunications or fiber optic systems is to place, construct, re–construct, alter, inspect, patrol, operate, upgrade, repair, rephase, hang new wire on, maintain, relocate, replace, and remove over, in, below, above, across and upon the easement area a distribution line or system, telecommunications systems and equipment, or other services and systems, and related appurtenances and equipment, and to cut, prune, trim, chemically treat and/or remove from said lands all trees, brush, shrubbery and parts thereof, or other obstructions within or outside the easement area which may endanger, or interfere with the access, efficiency, and safety of said lines or their appurtenances.

2.b. 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.

2.c. 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.

2.d. With respect to the Utility Easement, the right of pedestrian, vehicular, and equipment ingress and egress over the Utility Easement is permitted and the utility may make use of the Utility Easement for its purposes, including the temporary placement of and storage of vehicles and equipment.



VICINITY MAP

1. This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
2. No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on FEMA F.I.R.M. Panel #48209C0245G, dated January 17, 2025.
3. This subdivision contains 2 lots for a total of 10.00 acres.
   Lots less than 1.00 acre: 0
   Lots 1.00 to 2.00 acres: 1
   lots 2.00 to 5.00 acres: 0
   lots 5.00 to 10.00 acres: 1
   Lots 10.00 acres or larger: 0
4. This subdivision lies within the following jurisdictions:
   School District – Wimberley CISD
   Barton Springs Edwards Aquifer Conservation District
   Emergency Services District – #4 & #7
   Hays County Precinct – #3
5. Water supply for lot 12B–2 will be provided by private wells. Rainwater Harvesting will be the sole source of water supply for lot 12B–1, no groundwater wells may be installed or used until an updated water availability demonstration is approved by Hays County.
6. Wastewater treatment for this subdivision is to be provided by individual on–site sewage facilities as approved by Hays County Development Services. Lot 12B–1 is restricted to the use of one advanced on–site sewage facility.
7. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
8. Telephone service for this subdivision is provided by Frontier.
9. No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
10. 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.
11. All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.
12. Mail boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
13. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
14. No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
15. All lots served by a shared access driveway are restricted to one single family residence per lot and if any other development of a dwelling unit occurs on any of the lots obtaining access through the shared access driveway, then such new dwelling unit must be constructed on a separately platted lot with direct frontage onto and physical access to a regulated roadway prior to construction of the dwelling unit. a duplex will not be considered a single family residence for purposes of this subparagraph.
16. The owners of the single family residence obtaining access through the shared access driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
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. This subdivision shall comply with Chapter 725 § 3.02 of the Hays County Development Regulations.
19. Bearing Basis: Texas State Plane Coordinate System–South Central Zone.

JULY 10, 2026

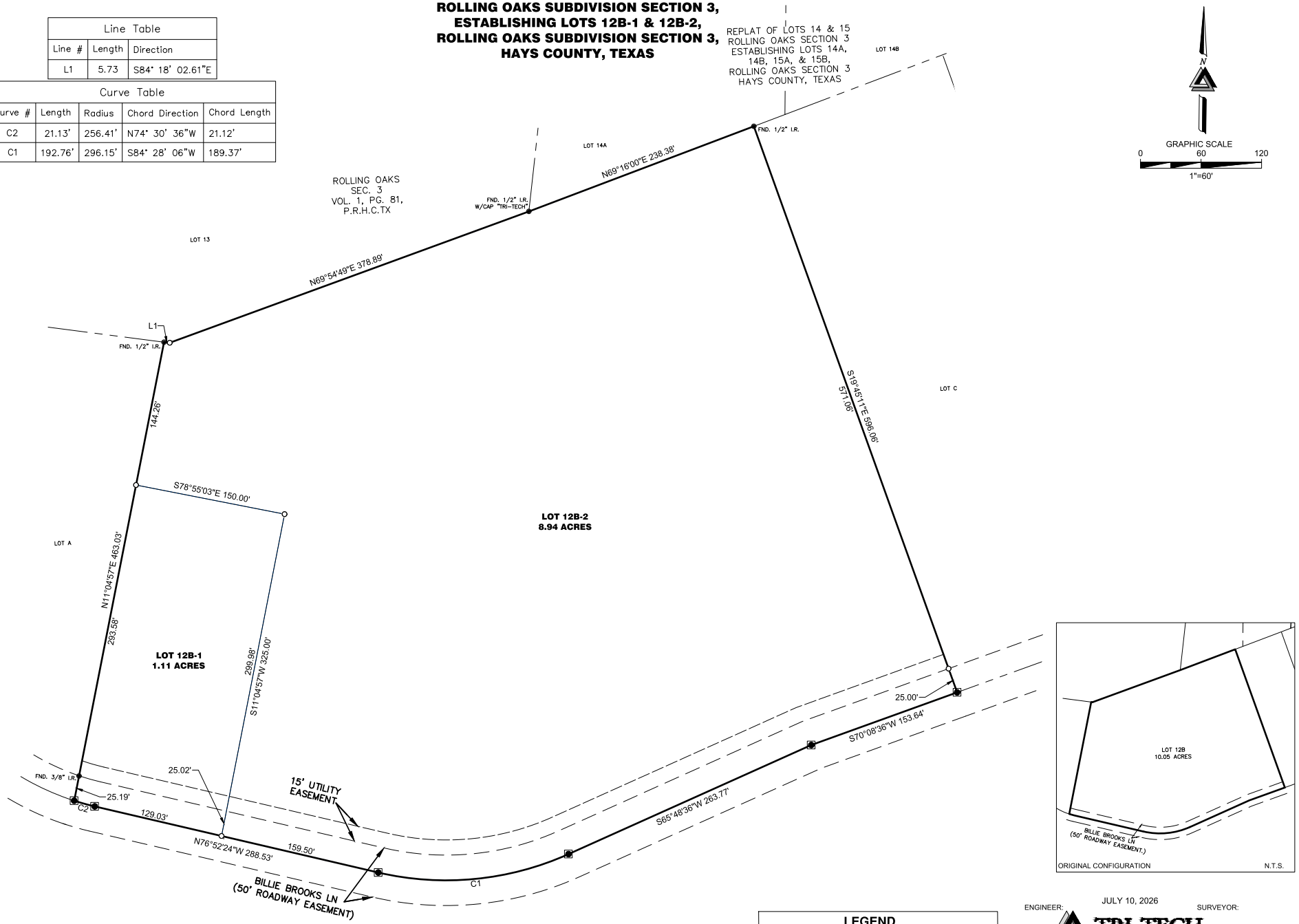
ENGINEER: SURVEYOR:
TRI-TECH
ENGINEERING▲SURVEYING▲PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222
www.tritechtx.com
TBPLS REGIS. #:10115900
TBPE REGIS. #: F-18693

PLAN 5762
SM-25-1111000
SMS-MC861-25

REPLAT OF LOT 12B, ROLLING OAKS SUBDIVISION SECTION 3, ESTABLISHING LOTS 12B-1 & 12B-2, ROLLING OAKS SUBDIVISION SECTION 3, HAYS COUNTY, TEXAS

Line Table		
Line #	Length	Direction
L1	5.73	S84° 18' 02.61"E

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C2	21.13'	256.41'	N74° 30' 36"W	21.12'
C1	192.76'	296.15'	S84° 28' 06"W	189.37'



LEGEND

■	SET MAG NAIL W/ WASHER "TRI-TECH"	I.R.	IRON ROD
◆	IRON ROD W/ TRI-TECH CAP SET	FND	FOUND
●	IRON ROD FOUND	B.L.	BUILDING SETBACK LINE
(xx.xx')	RECORD DIMENSIONS	O.P.R.H.C.TX	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
I.P.	IRON PIPE	P.R.H.C.TX	PLAT RECORDS OF HAYS COUNTY, TEXAS
C.G.S.	COTTON GIN SPINDLE		

PLAN 5762

SM-25-1111
SMS-MC861-25

JULY 10, 2026

ENGINEER: SURVEYOR:

TRI-TECH
ENGINEERING▲SURVEYING▲PLANNING
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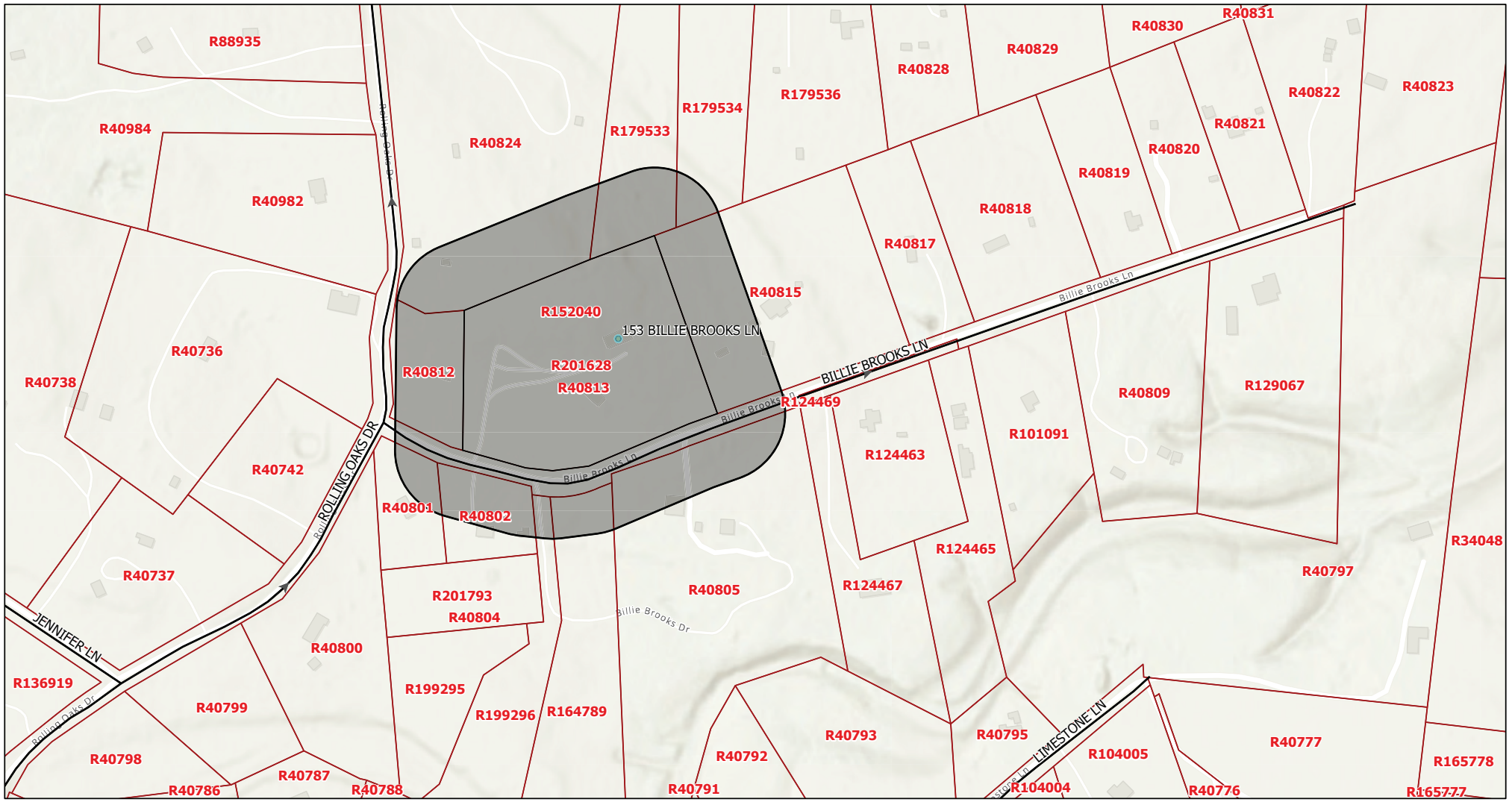
www.tritechtx.com
TBPLS REGIS. #:10115900
TBPE REGIS. #: F-18693

Hays County Development Services Map



7/13/2026, 12:18:52 PM

1:3,898

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

- Override 1
- Override 1
- Address Points
- Roads
- Hays County Boundary
- HaysCADParcels - Web Service

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

World_Hillshade

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

AGENDA ITEM REQUEST FORM: G. 27.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Hammer

Agenda Item

PLN-2880-PC; Call for a Public Hearing on August 11th, 2026 regarding the Cleaves Acres, Lots 3 & 4 Replat. **HAMMER/BERLAD**

Summary

Cleaves Acres, Lots 3 & 4 Replat proposes three (3) lots across 10.012 acres. The subject property is located along Wayside Drive in Wimberley and in Precinct 3. Water utility will be achieved by Individual Private Wells. 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: July 28th, 2026
Requested By: Colby Machacek, Senior County Planner
Prepared By: Colby Machacek, Senior County Planner
Department Director: Michael Berlad, Interim Director
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2880-PC; Call for a Public Hearing on August 11th, 2026 regarding the Cleaves Acres, Lots 3 & 4 Replat.

BACKGROUND/SUMMARY OF REQUEST:

- Cleaves Acres, Lots 3 & 4 Replat proposes three (3) lots across 10.012 acres.
- The subject property is located along Wayside Drive in Wimberley and in Precinct 3.
- Water utility will be achieved by Individual Private Wells. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

STAFF COMMENTS:

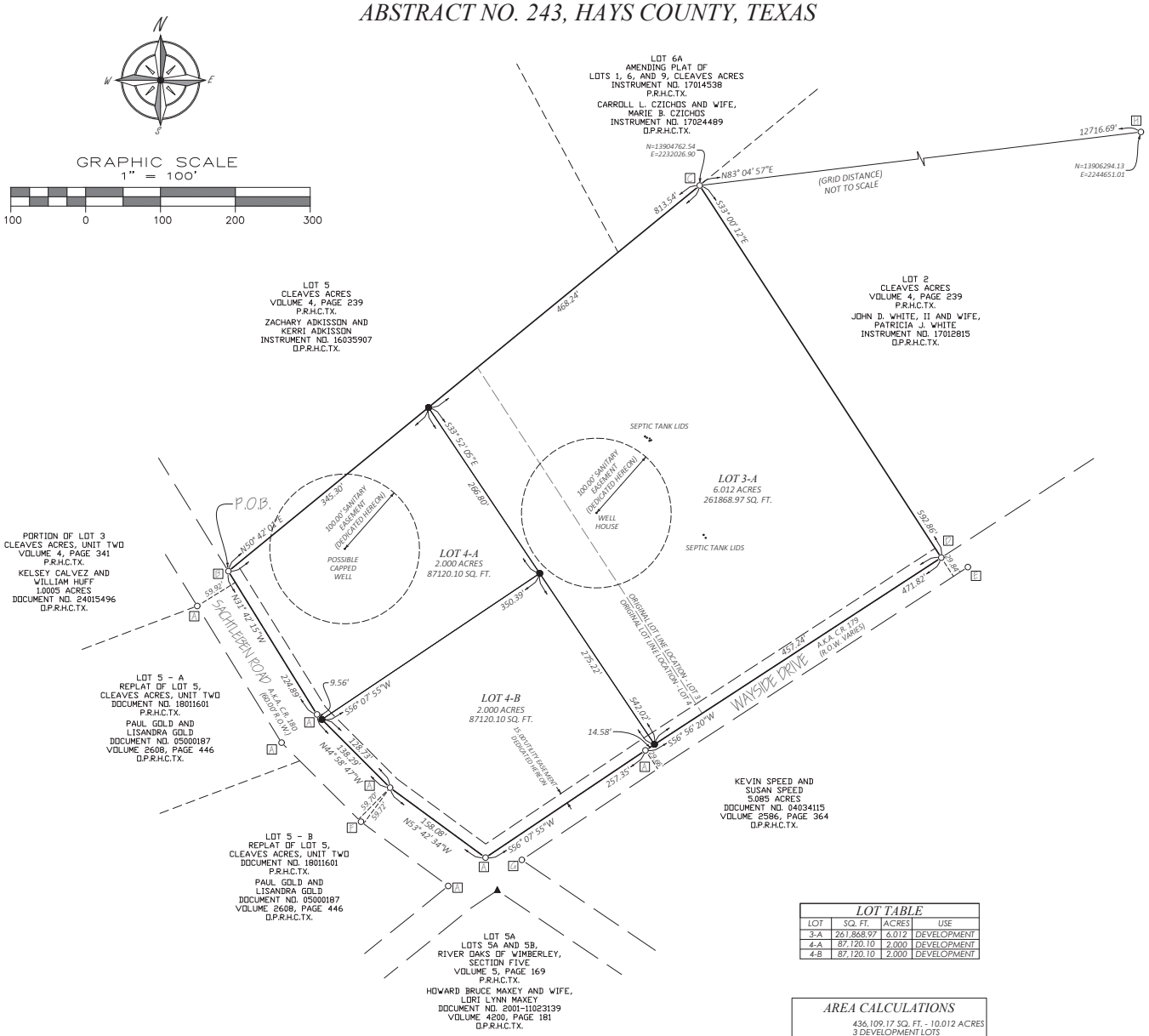
Staff has initiated review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. Following the Public Hearing on August 11th, the project will be brought back to Commissioners Court for further action.

ATTACHMENTS/EXHIBITS:

Plat
Location Map

LOTS 3-A, 4-A & 4-B, REPLAT OF LOTS 3 & 4, CLEAVES ACRES

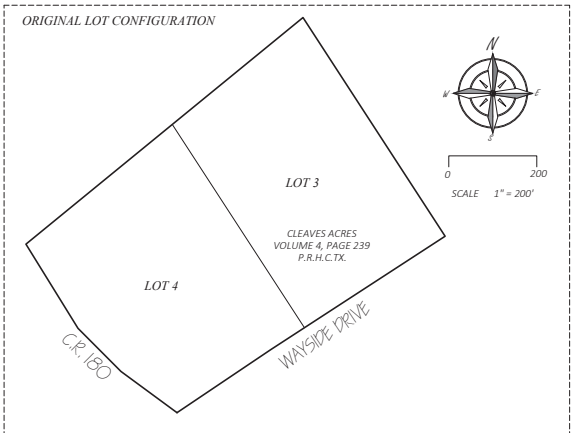
BEING 10.012 ACRES OUT OF THE WESLEY HUGHES SURVEY NO. 11 ABSTRACT NO. 243, HAYS COUNTY, TEXAS



LOT TABLE			
LOT	SQ. FT.	ACRES	USE
3-A	261,868.97	6.012	DEVELOPMENT
4-A	87,120.10	2.000	DEVELOPMENT
4-B	87,120.10	2.000	DEVELOPMENT

AREA CALCULATIONS

	436,109.17 SQ. FT. - 10.012 ACRES 3 DEVELOPMENT LOTS
TOTAL	436,109.17 SQ. FT. - 10.012 ACRES



LEGEND:

P.R.H.C.TX. = PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING

MONUMENT LEGEND / NOTES:

○ = FOUND MONUMENT AS DESCRIBED.
● = 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING" SET.
▲ = CALCULATED POINT.
[A] FOUND 1/2" IRON ROD.
[B] FOUND IRON ROD WITH CAP STAMPED "EAGLE SURVEYING".
[C] FOUND 3/8" IRON ROD IN CONCRETE.
[D] FOUND IRON ROD WITH CAP STAMPED "WIMBERLEY SURVEYING".
[E] FOUND MAG NAIL WITH WASHER STAMPED "BYRN".
[F] FOUND 1/2" IRON ROD (DISTURBED).
[G] FOUND MAG NAIL WITH WASHER - ILLEGIBLE.
[H] FOUND HAYS COUNTY MONUMENT H034.

LINETYPE LEGEND:

= BOUNDARY
= EASEMENT
= RIGHT OF WAY
= ADJOINERS
= ORIGINAL LOT LINE

GENERAL INFORMATION BLOCK:

OWNER: CHARLES V. ROBINSON & DONNA T. ROBINSON
ACRES: 10.012
SURVEYOR: SPOT ON SURVEYING, INC.
BLOCKS: 1
LOTS: 3
1ST SUBMITTAL DATE: FEBRUARY 21, 2025
WESLEY HUGHES SURVEY NO. 11, ABSTRACT NO. 243
BENCHMARK: HAYS COUNTY MONUMENT H036
ELEVATION = 1042.23', NAVD88
DEVELOPMENT LOTS: 436,109.17 SQ. FT. - 10.012 ACRES
DEVELOPMENT LOTS: 3

FLOOD PLAIN NOTE:

NO PORTION OF THIS SITE IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE N.F.I.P. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 48209C0335G, DATED JANUARY 17, 2025, COMMUNITY PANEL NO. 480321. THIS TRACT FALLS WITHIN ZONE "X". (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

SURVEYORS NOTICE:

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

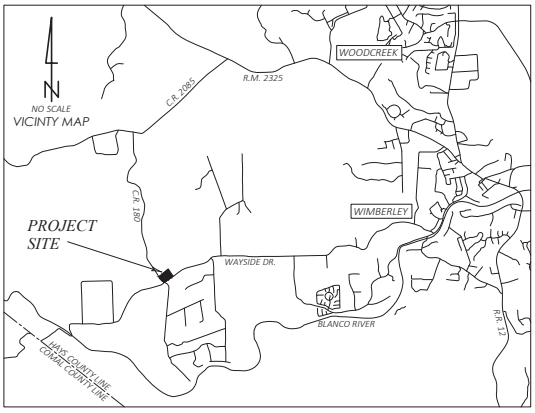
SOS

WWW.SPOTONSURVEYING.COM

SOS J/N: 0048-24-018

LOTS 3-A, 4-A & 4-B, REPLAT OF LOTS 3 & 4, CLEAVES ACRES

BEING 10.012 ACRES OUT OF THE WESLEY HUGHES SURVEY NO. 11 ABSTRACT NO. 243, HAYS COUNTY, TEXAS



VICINITY MAP

ESD NOTE:

THIS SUBDIVISION LIES WITHIN WIMBERLEY/HAYS COUNTY ESD #7 AND #4.

GENERAL NOTES:

1. THIS LOT DOES NOT FALL WITHIN THE CITY LIMITS OR EXTRATERRITORIAL JURISDICTION (ETJ) OF ANY MUNICIPALITY.
2. THIS SUBDIVISION LIES WITHIN WIMBERLEY/HAYS COUNTY ESD #7 AND #4.
3. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
4. PEDERNALES ELECTRIC HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THESE PUBLIC UTILITY EASEMENTS CLEAR. PEDERNALES ELECTRIC WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
5. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE PEDERNALES ELECTRIC WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND DOES NOT LIE IN THE EDWARDS AQUIFER TRANSITION ZONES OR THE EDWARDS AQUIFER RECHARGE ZONE.
7. UTILITY SERVICES:

   ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE, INC.
   WATER - ON-SITE WELL
   WASTEWATER - ON-SITE SEPTIC SYSTEM

8. ALL OTHER UTILITIES , GAS, CABLE, INTERNET, ETC. ARE THE OWNER'S RESPONSIBILITY.
9. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER THE NFIP, FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP PANEL NO. 48209C0335G, DATED JANUARY 17, 2025, COMMUNITY PANEL NO. 480321.
11. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS:
    (1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND
    (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.
13. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
14. MAILBOXES PLACED WITHIN THE RIGHT OF WAY SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
16. 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 GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
18. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
19. 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.
20. 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.
21. 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.
22. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
23. THE UTILITY EASEMENT INCLUDES THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT LANDS WITHIN THE SUBDIVISION TO OR FROM THE UTILITY EASEMENT. THE PURPOSE OF THE UTILITY EASEMENT WITH RESPECT TO ELECTRIC FACILITIES AND RELATED TELECOMMUNICATIONS OR FIBER OPTIC SYSTEMS IS TO PLACE, CONSTRUCT, RE-CONSTRUCT, ALTER, INSPECT, PATROL, OPERATE, UPGRADE, REPAIR, REPHASE, HANG NEW WIRE ON, MAINTAIN, RELOCATE, REPLACE, AND REMOVE OVER, IN, BELOW, ABOVE, ACROSS AND UPON THE EASEMENT AREA A DISTRIBUTION LINE OR SYSTEM, TELECOMMUNICATIONS SYSTEM AND EQUIPMENT, OR OTHER SERVICES AND SYSTEMS, AND RELATED APPURTENANCES AND EQUIPMENT, AND TO CUT, PRUNE, TRIM, CHEMICALLY TREAT AND/OR REMOVE FROM SAID LANDS ALL TREES, BRUSH, SHRUBBERY AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WITHIN OR OUTSIDE THE EASEMENT AREA WHICH MAY ENDANGER, OR INTERFERE WITH THE ACCESS, EFFICIENCY, AND SAFETY OF SAID LINES OR THEIR APPURTENANCES.
24. 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.
25. 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.
26. WITH RESPECT TO THE UTILITY EASEMENT, THE RIGHT OF PEDESTRIAN, VEHICULAR, AND EQUIPMENT INGRESS AND EGRESS OVER THE UTILITY EASEMENT IS PERMITTED AND THE UTILITY MAY MAKE USE OF THE UTILITY EASEMENT FOR ITS PURPOSES, INCLUDING THE TEMPORARY PLACEMENT OF AND STORAGE OF VEHICLES AND EQUIPMENT.

STATE OF TEXAS §
COUNTY OF HAYS §

KNOWN ALL MEN BY THESE PRESENTS

OWNER'S CERTIFICATION:

THAT THE UNDERSIGNED, CHARLES V. ROBINSON AND DONNA T. ROBINSON, OWNER OF LOTS 3 & 4, CLEAVES ACRES, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 4, PAGE 239, PLAT RECORDS, HAYS COUNTY, TEXAS, CONVEYED TO US BY CASH WARRANTY DEED AS DOCUMENT NO. 02020766 IN VOLUME 2038, PAGE 567, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OUT OF THE WESLEY HUGHES SURVEY NO. 11, ABSTRACT NO. 243, DO HEREBY REPLAT SAID LOTS 3 & 4 TO BE KNOWN AS :

LOTS 3-A, 4-A & 4-B, REPLAT OF LOTS 3 & 4, CLEAVES ACRES

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED AND NOT RELEASED.

OWNER: CHARLES V. ROBINSON DATE
ADDRESS: 3710 WAYSIDE DR.
WIMBERLEY, TEXAS 78676

OWNER: DONNA T. ROBINSON DATE
ADDRESS: 3710 WAYSIDE DR.
WIMBERLEY, TEXAS 78676

STATE OF TEXAS §
COUNTY OF _____ §

KNOWN ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, _____, 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 EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20_____, A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF _____ §

KNOWN ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, _____, 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 EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20_____, A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

KNOWN ALL MEN BY THESE PRESENTS

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

EASEMENTS:

ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS OR RIGHT-OF-WAY SHOWN ON THE PLAT (OR FILED BY SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY); AND ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS. THE CITY CAN MOVE TREES OR ANY OTHER IMPROVEMENTS AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.

STATE OF TEXAS §
COUNTY OF HAYS §

KNOWN ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, DIRECTOR 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

STATE OF TEXAS §
COUNTY OF HAYS §

KNOWN ALL MEN BY THESE PRESENTS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE __ DAY OF _____, 20___, A.D., AT _____ O'CLOCK __, M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS INSTRUMENT NUMBER _____, O.P.R.H.C.TX.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE __ DAY OF _____, 20__, A.D.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

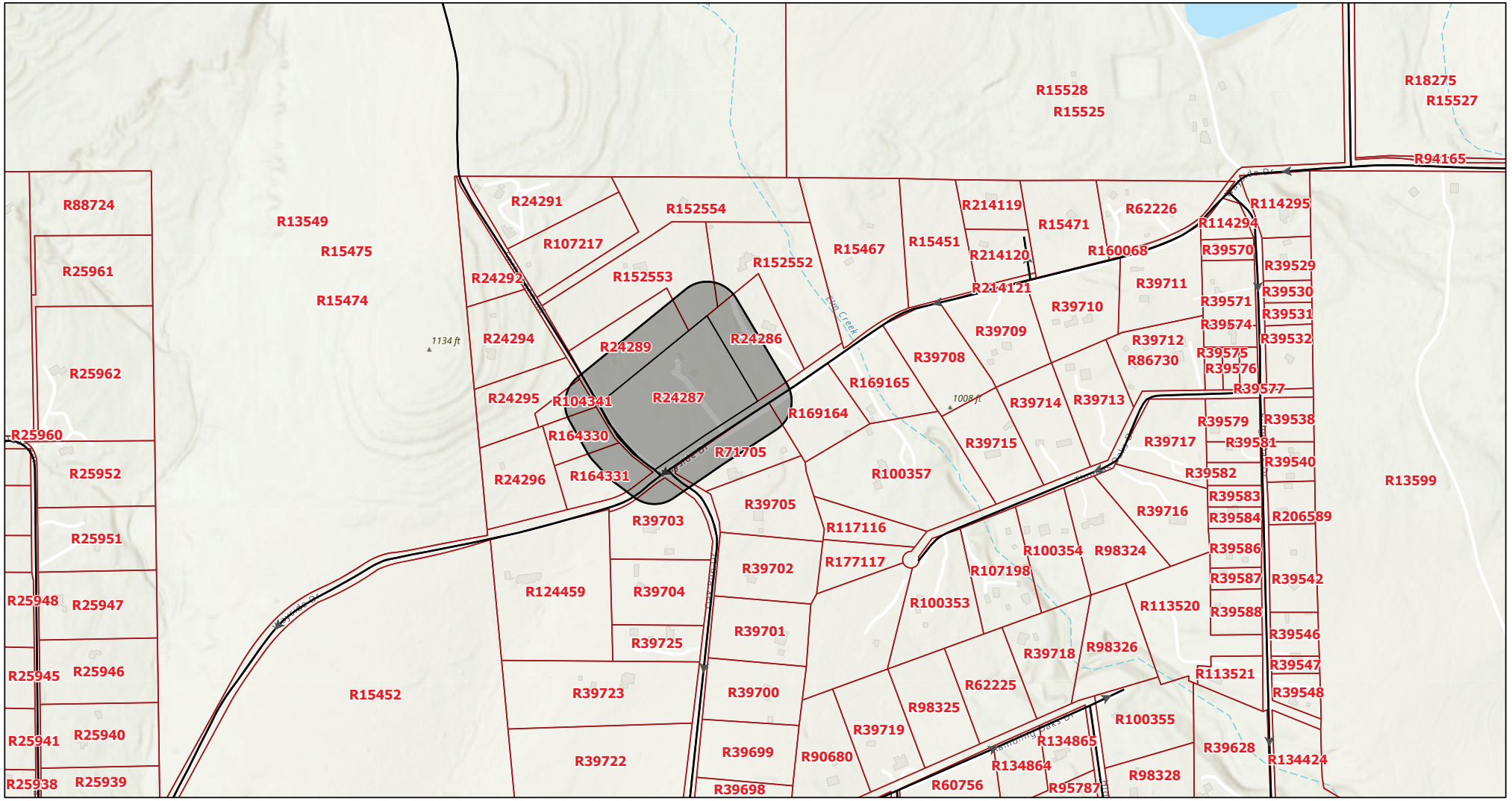
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
SCOTT A. HAHN DATE
TEXAS REGISTRATION NO. 6375
SPOT ON SURVEYING
614 JERRYS LANE
BUDA, TX. 78610
TBPLS FIRM NO.: 10193894

WWW.SPOTONSURVEYING.COM

Hays County Development Services Map



7/14/2026, 1:46:08 PM

1:7,777

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

- Override 1
- Override 1
- Roads
- Cities
- Hays County Boundary
- HaysCADParcels - Web Service

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, Esri, NASA, NGA, USGS, FEMA

AGENDA ITEM REQUEST FORM: G. 28.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Smith

Agenda Item

PLN-2983-PC; Call for a Public Hearing on August 11th, 2026 regarding the Dripping Springs Ranch, Phase 2, Lots 1B-1 - 1B-5, Replat. **SMITH/BERLAD**

Summary

Dripping Springs Ranch, Phase 2, Lots 1B-1 - 1B-5, Replat proposes approximately twenty-six (26) new lots across approximately 26 acres. The subject property is located off of Brady Pass in Dripping Spring and in Precinct 4. Water Utility will be achieved through Private Wells and/or Rainwater Collection. Wastewater Utility will be accomplished by Individual On-Site Sewage Facilties.

Attachments

Cover Letter
Plat
Location Map

Hays County Commissioners Court Agenda Request

Meeting Date: July 28th, 2026
Requested By: Colby Machacek, Senior County Planner
Prepared By: Colby Machacek, Senior County Planner
Interim Department Director: Michael Berlad, Interim Director
Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2983-PC; Call for a Public Hearing on August 11th, 2026 regarding the Dripping Springs Ranch, Phase 2, Lots 1B-1 - 1B-5, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Dripping Springs Ranch, Phase 2, Lots 1B-1 - 1B-5, Replat proposes approximately twenty-six (26) new lots across approximately 26 acres.
B) The subject property is located off of Brady Pass in Dripping Spring and in Precinct 4.
C) Water Utility will be achieved through Private Wells and/or Rainwater Collection. Wastewater Utility will be accomplished by Individual On-Site Sewage Facilties.

STAFF COMMENTS:

Staff has received an application for the proposed replat, but has not formally initiated review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth due to deficiencies within the application. Following the Public Hearing on August 11th, the project will be brought back to Commissioners Court for further action.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

STATE OF TEXAS
COUNTY OF HAYS

THAT, HILL COUNTRY PARCEL 1-LLC, OWNER OF LOTS 1B-1 - 1B-5, REPLAT OF LOT 1B REPLAT OF LOTS 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2, A SUBDIVISION RECORDED IN DOCUMENT NO. 25015309, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED IN DOCUMENT NOS. 25024829, 25024866, 25024878, 25024880, AND 25024882, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, ALSO BEING THE OWNER OF LOT 1C-3, FINAL PLAT OF THE DRIPPING SPRINGS RANCH, PHASE 2 SUBDIVISION, LOTS 1C-1, 1C-2, 1C-3, 1D-1, AND 1D-2, REPLAT OF LOTS 1C AND 1D OF THE DRIPPING SPRINGS RANCH, PHASE 2, A SUBDIVISION RECORDED IN DOCUMENT NO. 18010411, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED IN DOCUMENT NO. 25024884, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY REPLAT SAID LOTS 1B-1 THROUGH 1B-5 AND LOT 1C-3, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

REPLAT OF REPLAT OF LOT 1B, REPLAT OF LOT 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____DAY OF_____, 20__ A.D.

_____
JUSTIN KATHAN, MEMBER
HILL COUNTRY PARCEL 1-LLC
1111 HAYS COUNTRY ACRES ROAD
DRIPPING SPRINGS, TX 78620

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED JUSTIN KATHAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SWORN AND SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF_____, 20__ A.D.

_____ _____
NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME

_____
EXPIRATION DATE

STATE OF TEXAS
COUNTY OF HAYS

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:
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 GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN MET.

I, THE UNDERSIGNED, DIRECTOR 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.

_____
KANDICE BOUTTE
INTERIM 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

STATE OF TEXAS
COUNTY OF HAYS

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___.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

_____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

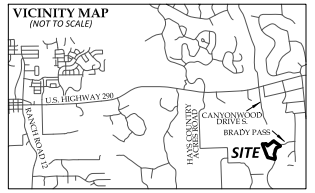
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 20__ , AT _____ O'CLOCK __M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF _____ , A.D. 20___.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

REPLAT OF
REPLAT OF LOT 1B, REPLAT OF LOTS 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2 AND LOT 1C-3, FINAL PLAT OF THE DRIPPING SPRINGS RANCH, PHASE 2, LOTS 1C-1, 1C-2, 1C-3, 1D-1, AND 1D-2, REPLAT OF LOTS 1C AND 1D, DRIPPING SPRINGS RANCH, PHASE 2

VICINITY MAP
(NOT TO SCALE)



PLAT NOTES:

1. THIS SUBDIVISION LIES WITHIN ZONE "X", ACCORDING TO FEMA MAP NO. 48209C0120G, DATED JANUARY 17, 2025. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN. THIS STATEMENT IS DERIVED SOLELY UPON THE ABOVE LISTED FEMA MAP AND IS NOT A GUARANTEE THE SUBJECT TRACT WILL OR WILL NOT FLOOD.
2. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
4. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE E.T.J. OF ANY INCORPORATED MUNICIPALITY.
5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
6. WATER SERVICE WILL BE PROVIDED FROM PRIVATE WATER WELL AND RAINWATER COLLECTION.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND COVENANTS AND RESTRICTIONS RECORDED IN VOLUME 7, PAGE 395, AND VOLUME 9, PAGE 84, AND DOCUMENT NO. 25015309, PLAT RECORDS, HAYS COUNTY, TEXAS; DOCUMENT NO. 24050303 AND VOLUME 1226, PAGE 22, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.
9. 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.
10. WASTEWATER TREATMENT FOR THIS SUBDIVISION IS TO BE PROVIDED BY INDIVIDUAL ADVANCED ON-SITE SEWAGE FACILITIES AS APPROVED BY HAYS COUNTY DEVELOPMENT SERVICES.
11. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.
12. THIS SUBDIVISION LIES WITHIN HAYS COUNTY ESD #1 AND ESD #6.
13. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
14. ONLY LIMITED UTILITY, ROADWAY OR PEDESTRIAN CROSSINGS AND FENCES THAT DO NOT OBSTRUCT FLOW WILL BE PERMITTED IN DRAINAGE EASEMENTS.
15. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
16. THE PURPOSE OF THIS REPLAT IS TO DIVIDE THE ORIGINAL LOTS (LOT 1B-1 THROUGH 1B-5) INTO 25 SEPARATE LOTS.
17. NUMBER OF LOTS IN THIS REPLAT - 26
AVERAGE SIZE OF LOTS - 1.15 AC.
NUMBER OF LOTS SMALLER THAN 1 AC. - 2
NUMBER OF LOTS LARGER THAN 1.0 AC. BUT SMALLER THAN 2.0 AC. - 24
NUMBER OF LOTS LARGER THAN 2.0 AC. BUT SMALLER THAN 5.0 AC. - 0
NUMBER OF LOTS LARGER THAN 5.0 AC. BUT SMALLER THAN 10 AC. - 0
NUMBER OF LOTS LARGER THAN 10 AC. - 0

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTEREED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS REPLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

_____
CHRISTOPHER J. WALL, P.E.
REGISTERED PROFESSIONAL ENG. NO. 140722
SANBELL
2105 EAST MLK BLVD
AUSTIN, TEXAS 78702
FIRM REGISTRATION NO. F-26166

SURVEYOR'S CERTIFICATION

I, WILLIAM R. HERRING, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON-THE-GROUND SURVEY OF THE PROPERTY SHOWN HEREON, CONDUCTED UNDER MY SUPERVISION, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

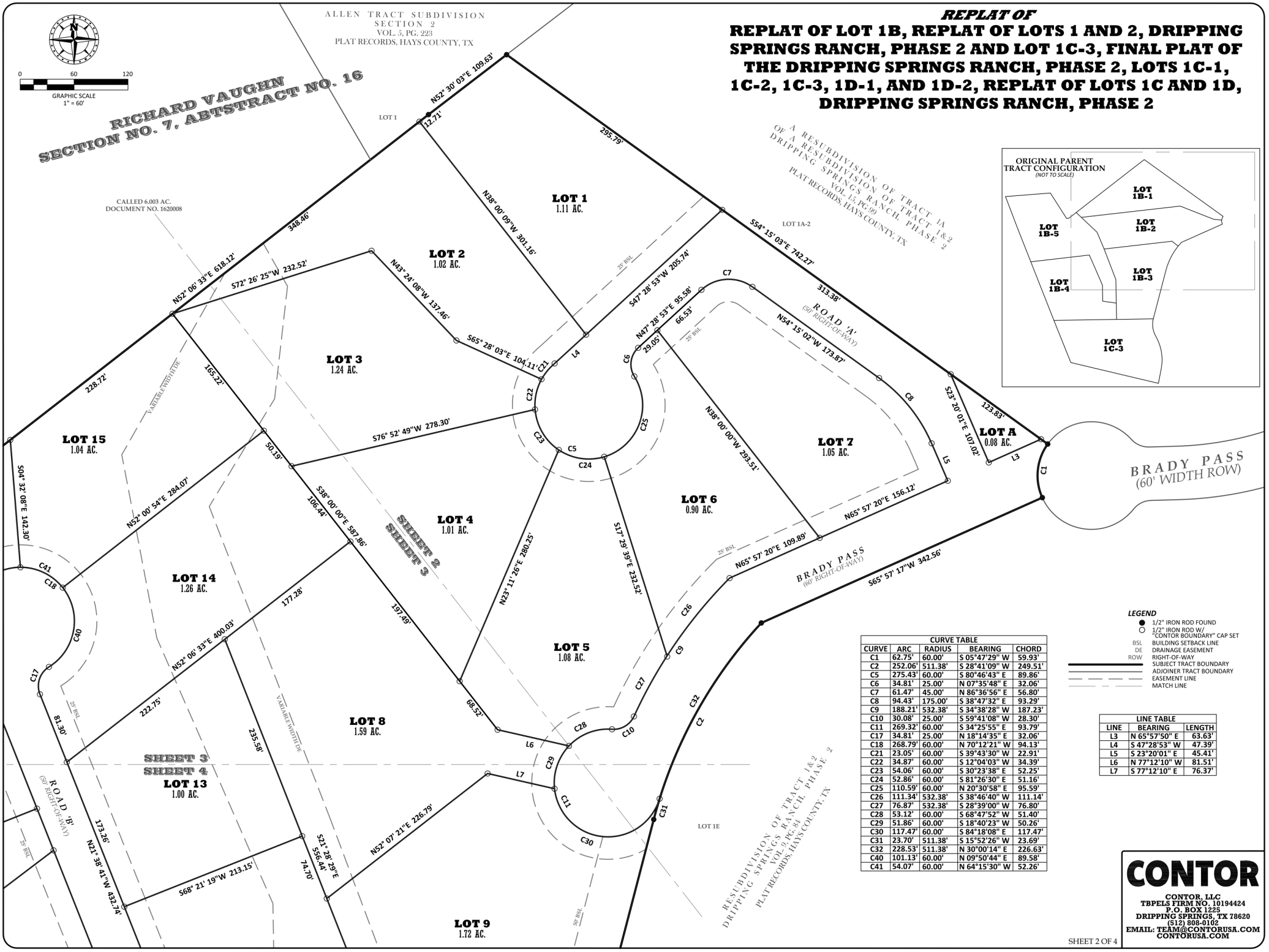
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____
WILLIAM R. HERRING DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS

CONTOR
CONTOR, LLC
TBPELS FIRM NO. 10194424
P.O. BOX 1225
DRIPPING SPRINGS, TX 78620
(512) 808-0102
EMAIL: TEAM@CONTORUSA.COM
CONTORUSA.COM

REPLAT OF

REPLAT OF LOT 1B, REPLAT OF LOTS 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2 AND LOT 1C-3, FINAL PLAT OF THE DRIPPING SPRINGS RANCH, PHASE 2, LOTS 1C-1, 1C-2, 1C-3, 1D-1, AND 1D-2, REPLAT OF LOTS 1C AND 1D, DRIPPING SPRINGS RANCH, PHASE 2



CURVE TABLE				
CURVE	ARC	RADIUS	BEARING	CHORD
C1	62.75'	60.00'	S 05°47'29" W	59.93'
C2	252.06'	511.38'	S 28°41'09" W	249.51'
C5	275.43'	60.00'	S 80°46'43" E	89.86'
C6	34.81'	25.00'	N 07°35'48" E	32.06'
C7	61.47'	45.00'	N 86°36'56" E	56.80'
C8	94.43'	175.00'	S 38°47'32" E	93.29'
C9	188.21'	532.38'	S 34°38'28" W	187.23'
C10	30.08'	25.00'	S 59°41'08" W	28.30'
C11	269.32'	60.00'	S 34°25'55" E	93.79'
C17	34.81'	25.00'	N 18°14'35" E	32.06'
C18	268.79'	60.00'	N 70°12'21" W	94.13'
C21	23.05'	60.00'	S 39°43'30" W	22.91'
C22	34.87'	60.00'	S 12°04'03" W	34.39'
C23	54.06'	60.00'	S 30°23'38" E	52.25'
C24	52.86'	60.00'	S 81°26'30" E	51.16'
C25	110.59'	60.00'	N 20°30'58" E	95.59'
C26	111.34'	532.38'	S 38°46'40" W	111.14'
C27	76.87'	532.38'	S 28°39'00" W	76.80'
C28	53.12'	60.00'	S 68°47'52" W	51.40'
C29	51.86'	60.00'	S 18°40'23" W	50.26'
C30	117.47'	60.00'	S 84°18'08" E	117.47'
C31	23.70'	511.38'	S 15°52'26" W	23.69'
C32	228.53'	511.38'	N 30°00'14" E	226.63'
C40	101.13'	60.00'	N 09°50'44" E	89.58'
C41	54.07'	60.00'	N 64°15'30" W	52.26'

LINE TABLE		
LINE	BEARING	LENGTH
L3	N 65°57'50" E	63.63'
L4	S 47°28'53" W	47.39'
L5	S 23°20'01" E	45.41'
L6	N 77°12'10" W	81.51'
L7	S 77°12'10" E	76.37'

LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD W/ "CONTOR BOUNDARY" CAP SET
- BSL BUILDING SETBACK LINE
- DE DRAINAGE EASEMENT
- ROW RIGHT-OF-WAY
- SUBJECT TRACT BOUNDARY
- ADJOINER TRACT BOUNDARY
- EASEMENT LINE
- MATCH LINE

CONTOR

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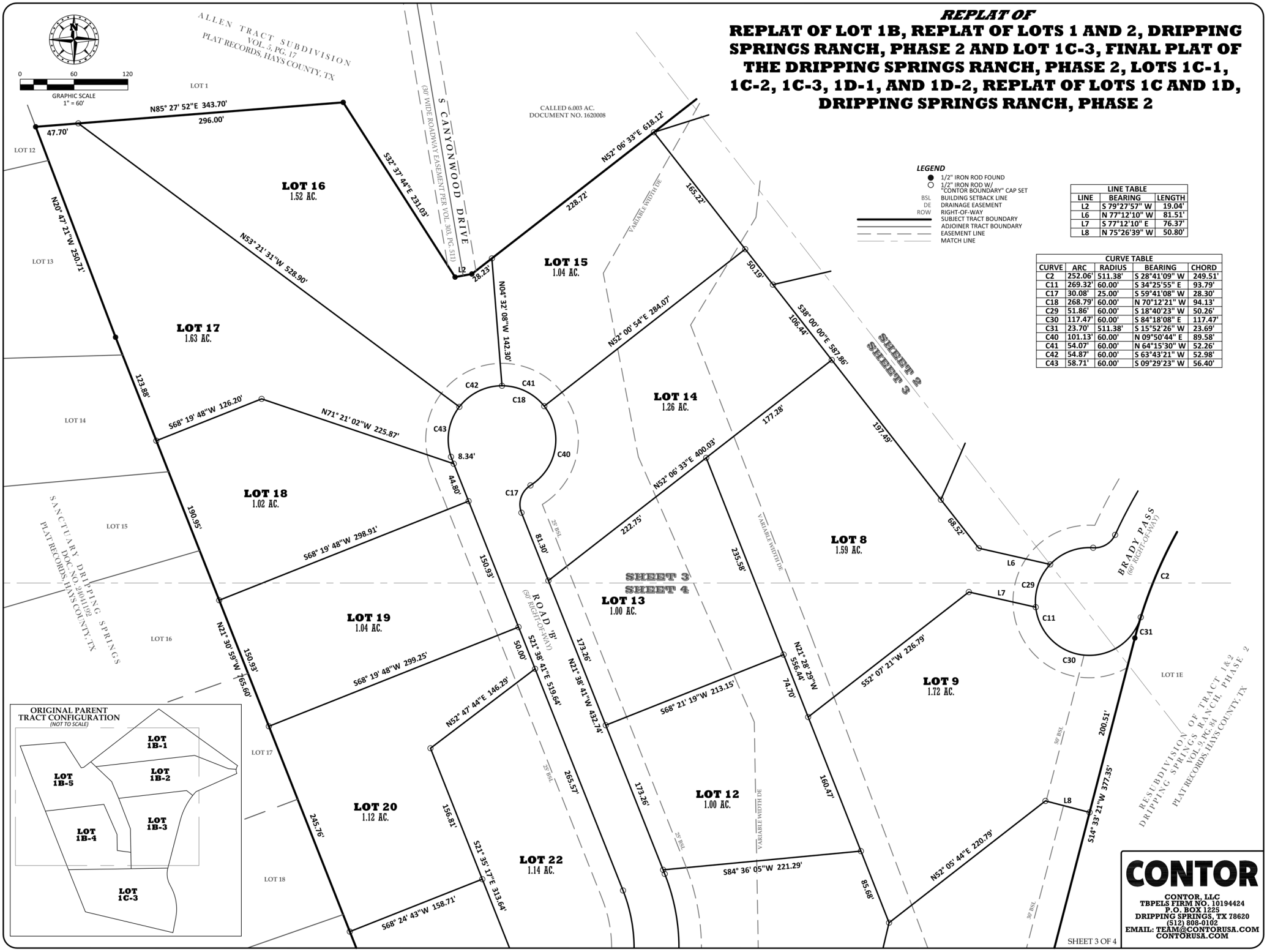
REPLAT OF
REPLAT OF LOT 1B, REPLAT OF LOTS 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2 AND LOT 1C-3, FINAL PLAT OF THE DRIPPING SPRINGS RANCH, PHASE 2, LOTS 1C-1, 1C-2, 1C-3, 1D-1, AND 1D-2, REPLAT OF LOTS 1C AND 1D, DRIPPING SPRINGS RANCH, PHASE 2
ALLEN TRACT SUBDIVISION VOL. 5, PG. 17 PLAT RECORDS, HAYS COUNTY, TX
S CANYONWOOD DRIVE (80' WIDE ROADWAY EASEMENT PER VOL 303, PG 511)
CALLED 6.003 AC. DOCUMENT NO. 1620008
LOT 1
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 22
LOT 16 1.52 AC.
LOT 17 1.63 AC.
LOT 18 1.02 AC.
LOT 19 1.04 AC.
LOT 20 1.12 AC.
LOT 22 1.14 AC.
LOT 15 1.04 AC.
LOT 14 1.26 AC.
LOT 13 1.00 AC.
LOT 12 1.00 AC.
LOT 8 1.59 AC.
LOT 9 1.72 AC.
LOT 1E
ROAD 'B' (60' RIGHT-OF-WAY)
BRADY PASS (60' RIGHT-OF-WAY)
SANCTUARY DRIPPING SPRINGS PLAT RECORDS, HAYS COUNTY, TX
RESUBDIVISION OF TRACT 1&2 DRIPPING SPRINGS RANCH, PHASE 2 VOL. 9, PG. 84 PLAT RECORDS, HAYS COUNTY, TX
SHEET 2
SHEET 3
SHEET 3
SHEET 4
N85° 27' 52"E 343.70'
296.00'
47.70'
N20° 47' 21"W 250.71'
N53° 21' 31"W 528.90'
S32° 37' 44"E 231.03'
N52° 06' 33"E 618.12'
228.72'
165.22'
50.19'
S38° 00' 00"E 587.86'
106.44'
28.23'
N04° 32' 08"W 142.30'
N52° 00' 54"E 284.07'
123.88'
S68° 19' 48"W 126.20'
N71° 21' 02"W 225.87'
8.34'
44.80'
190.95'
S68° 19' 48"W 298.91'
150.93'
N21° 30' 59"W 165.60'
S68° 19' 48"W 299.25'
50.00'
S21° 38' 41"E 519.64'
N52° 47' 44"E 146.29'
156.81'
S21° 35' 17"E 313.64'
245.76'
S68° 24' 43"W 158.71'
265.57'
81.30'
222.75'
N52° 06' 33"E 400.03'
177.28'
197.49'
68.52'
235.58'
N21° 28' 29"W 556.44'
74.70'
173.26'
N21° 38' 41"W 432.74'
S68° 21' 19"W 213.15'
160.47'
S84° 36' 05"W 221.29'
85.68'
N52° 05' 44"E 220.79'
S14° 33' 21"W 377.35'
200.51'
S52° 07' 21"W 226.79'
L2
L6
L7
L8
C2
C11
C17
C18
C29
C30
C31
C40
C41
C42
C43
25' BSL
30' BSL
VARIABLE WIDTH DE
0 60 120
GRAPHIC SCALE 1" = 60'
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/ "CONTOR BOUNDARY" CAP SET
BSL BUILDING SETBACK LINE
DE DRAINAGE EASEMENT
ROW RIGHT-OF-WAY
SUBJECT TRACT BOUNDARY
ADJOINER TRACT BOUNDARY
EASEMENT LINE
MATCH LINE
LINE TABLE
LINE | BEARING | LENGTH
L2 | S 79°27'57" W | 19.04'
L6 | N 77°12'10" W | 81.51'
L7 | S 77°12'10" E | 76.37'
L8 | N 75°26'39" W | 50.80'
CURVE TABLE
CURVE | ARC | RADIUS | BEARING | CHORD
C2 | 252.06' | 511.38' | S 28°41'09" W | 249.51'
C11 | 269.32' | 60.00' | S 34°25'55" E | 93.79'
C17 | 30.08' | 25.00' | S 59°41'08" W | 28.30'
C18 | 268.79' | 60.00' | N 70°12'21" W | 94.13'
C29 | 51.86' | 60.00' | S 18°40'23" W | 50.26'
C30 | 117.47' | 60.00' | S 84°18'08" E | 117.47'
C31 | 23.70' | 511.38' | S 15°52'26" W | 23.69'
C40 | 101.13' | 60.00' | N 09°50'44" E | 89.58'
C41 | 54.07' | 60.00' | N 64°15'30" W | 52.26'
C42 | 54.87' | 60.00' | S 63°43'21" W | 52.98'
C43 | 58.71' | 60.00' | S 09°29'23" W | 56.40'
ORIGINAL PARENT TRACT CONFIGURATION
(NOT TO SCALE)
LOT 1B-1
LOT 1B-2
LOT 1B-3
LOT 1B-4
LOT 1B-5
LOT 1C-3
CONTOR
CONTOR, LLC
TBPELS FIRM NO. 10194424
P.O. BOX 1225
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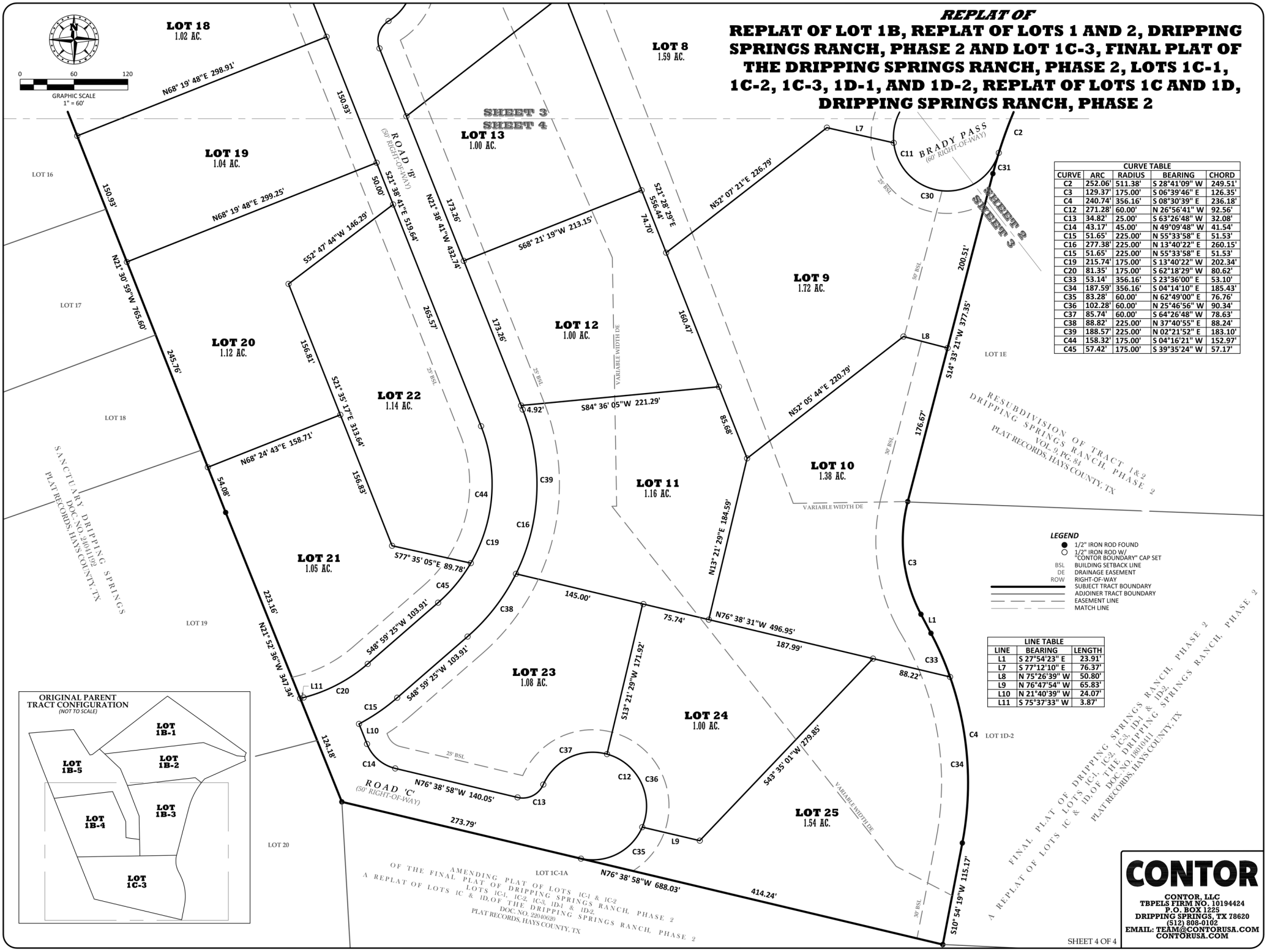
(512) 808-0102
EMAIL: TEAM@CONTORUSA.COM
CONTORUSA.COM
SHEET 3 OF 4


REPLAT OF
REPLAT OF LOT 1B, REPLAT OF LOTS 1 AND 2, DRIPPING SPRINGS RANCH, PHASE 2 AND LOT 1C-3, FINAL PLAT OF THE DRIPPING SPRINGS RANCH, PHASE 2, LOTS 1C-1, 1C-2, 1C-3, 1D-1, AND 1D-2, REPLAT OF LOTS 1C AND 1D, DRIPPING SPRINGS RANCH, PHASE 2
GRAPHIC SCALE 1" = 60'
LOT 18 1.02 AC.
LOT 8 1.59 AC.
LOT 19 1.04 AC.
LOT 13 1.00 AC.
LOT 20 1.12 AC.
LOT 12 1.00 AC.
LOT 9 1.72 AC.
LOT 22 1.14 AC.
LOT 11 1.16 AC.
LOT 10 1.38 AC.
LOT 21 1.05 AC.
LOT 23 1.08 AC.
LOT 24 1.00 AC.
LOT 25 1.54 AC.
ROAD 'B' (60' RIGHT-OF-WAY)
ROAD 'C' (50' RIGHT-OF-WAY)
BRADY PASS (60' RIGHT-OF-WAY)
SHEET 3
SHEET 4
SHEET 2
SHEET 3
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 1E
LOT 1D-2
LOT 1C-1A
SANCTUARY DRIPPING SPRINGS PLAT RECORDS, HAYS COUNTY, TX DOC. NO. 2001092
RESUBDIVISION OF TRACT 1 & 2 DRIPPING SPRINGS RANCH, PHASE 2 VOL. 9, PG. 84 PLAT RECORDS, HAYS COUNTY, TX
FINAL PLAT OF DRIPPING SPRINGS RANCH, PHASE 2 LOTS 1C-1, 1C-2, 1C-3, 1D-1 & 1D-2 A REPLAT OF LOTS 1C & 1D, OF THE DRIPPING SPRINGS RANCH, PHASE 2 DOC. NO. 1801011 PLAT RECORDS, HAYS COUNTY, TX
AMENDING PLAT OF LOTS 1C-1 & 1C-2 OF THE FINAL PLAT OF DRIPPING SPRINGS RANCH, PHASE 2 A REPLAT OF LOTS 1C & 1D, OF THE DRIPPING SPRINGS RANCH, PHASE 2 LOTS 1C-1, 1C-2, 1C-3, 1D-1 & 1D-2 DOC. NO. 2204020 PLAT RECORDS, HAYS COUNTY, TX
N68° 19' 48"E 298.91'
N68° 19' 48"E 299.25'
N21° 30' 59"W 765.60'
S52° 47' 44"W 146.29'
S21° 38' 41"E 519.64'
N21° 38' 41"W 432.74'
S68° 21' 19"W 213.15'
S21° 28' 29"E 556.44'
N52° 07' 21"E 226.79'
S21° 35' 17"E 313.64'
N68° 24' 43"E 158.71'
S84° 36' 05"W 221.29'
N52° 05' 44"E 220.79'
S14° 33' 21"W 377.35'
S77° 35' 05"E 89.78'
S48° 59' 25"W 103.91'
N21° 52' 36"W 347.34'
N13° 21' 29"E 184.59'
N76° 38' 31"W 496.95'
S13° 21' 29"W 171.92'
S43° 35' 01"W 279.85'
N76° 38' 58"W 140.05'
N76° 38' 58"W 688.03'
S10° 54' 19"W 115.17'
414.24'
273.79'
124.18'
223.16'
245.76'
54.06'
156.81'
156.83'
265.57'
173.26'
74.70'
160.47'
55.68'
145.00'
75.74'
187.99'
88.22'
176.67'
200.51'
50.00'
150.93'
25' BSL
30' BSL
VARIABLE WIDTH DE
VARIABLE WIDTH ESMT
CURVE TABLE
CURVE | ARC | RADIUS | BEARING | CHORD
C2 | 252.06' | 511.38' | S 28°41'09" W | 249.51'
C3 | 129.37' | 175.00' | S 06°39'46" E | 126.35'
C4 | 240.74' | 356.16' | S 08°30'39" E | 236.18'
C12 | 271.28' | 60.00' | N 26°56'41" W | 92.56'
C13 | 34.82' | 25.00' | S 63°26'48" W | 32.08'
C14 | 43.17' | 45.00' | N 49°09'48" W | 41.54'
C15 | 51.65' | 225.00' | N 55°33'58" E | 51.53'
C16 | 277.38' | 225.00' | N 13°40'22" E | 260.15'
C15 | 51.65' | 225.00' | N 55°33'58" E | 51.53'
C19 | 215.74' | 175.00' | S 13°40'22" W | 202.34'
C20 | 81.35' | 175.00' | S 62°18'29" W | 80.62'
C33 | 53.14' | 356.16' | S 23°36'00" E | 53.10'
C34 | 187.59' | 356.16' | S 04°14'10" E | 185.43'
C35 | 83.28' | 60.00' | N 62°49'00" E | 76.76'
C36 | 102.28' | 60.00' | N 25°46'56" W | 90.34'
C37 | 85.74' | 60.00' | S 64°26'48" W | 78.63'
C38 | 88.82' | 225.00' | N 37°40'55" E | 88.24'
C39 | 188.57' | 225.00' | N 02°21'52" E | 183.10'
C44 | 158.32' | 175.00' | S 04°16'21" W | 152.97'
C45 | 57.42' | 175.00' | S 39°35'24" W | 57.17'
LINE TABLE
LINE | BEARING | LENGTH
L1 | S 27°54'23" E | 23.91'
L7 | S 77°12'10" E | 76.37'
L8 | N 75°26'39" W | 50.80'
L9 | N 76°47'54" W | 65.83'
L10 | N 21°40'39" W | 24.07'
L11 | S 75°37'33" W | 3.87'
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/ "CONTOR BOUNDARY" CAP SET
BSL BUILDING SETBACK LINE
DE DRAINAGE EASEMENT
ROW RIGHT-OF-WAY
SUBJECT TRACT BOUNDARY
ADJOINER TRACT BOUNDARY
EASEMENT LINE
MATCH LINE
ORIGINAL PARENT TRACT CONFIGURATION (NOT TO SCALE)
LOT 1B-1
LOT 1B-2
LOT 1B-3
LOT 1B-4
LOT 1B-5
LOT 1C-3
CONTOR
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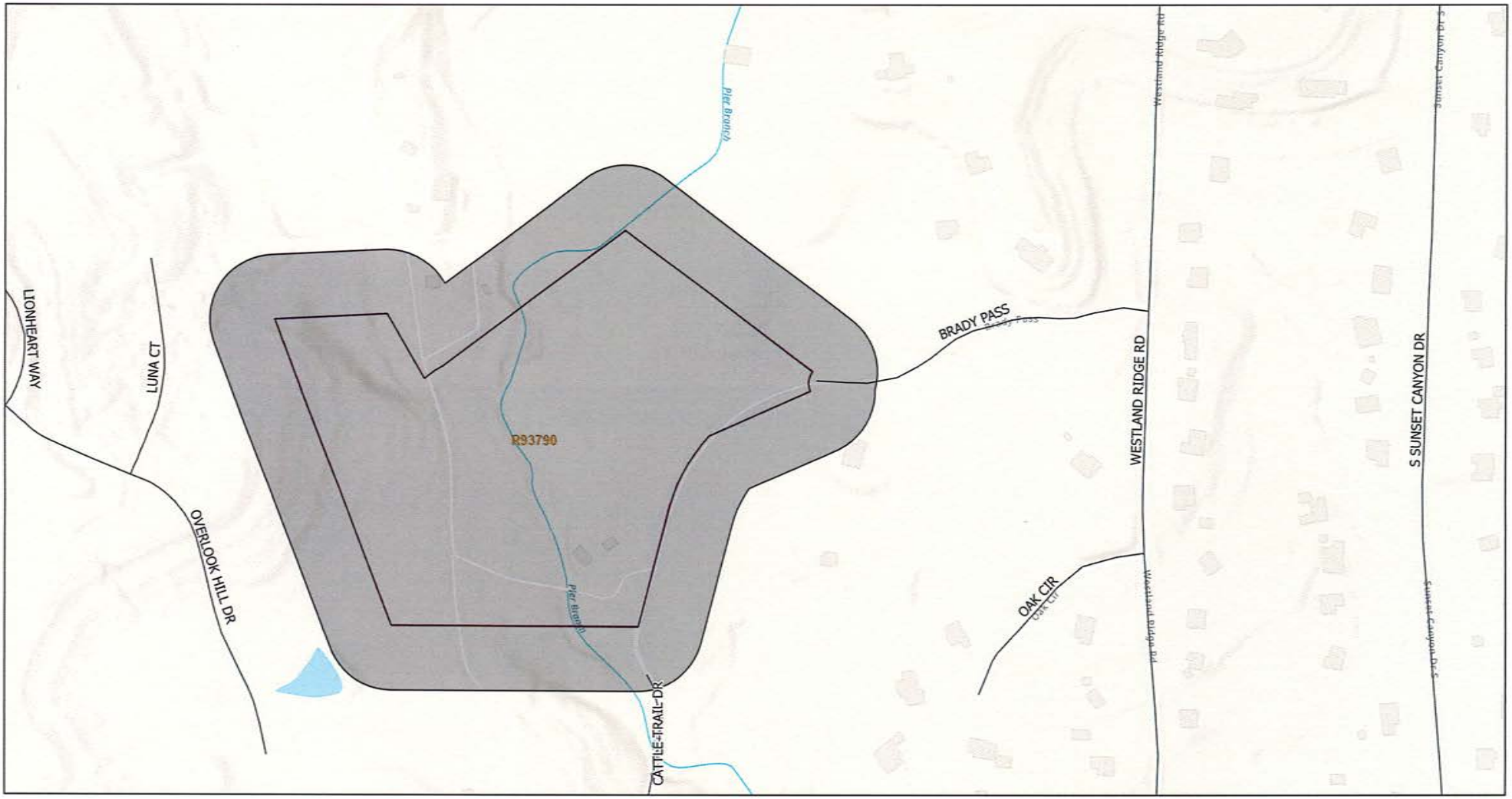
EMAIL: TEAM@CONTORUSA.COM
CONTORUSA.COM
SHEET 4 OF 4

Hays County Development Services Map



4/14/2025, 11:30:00 AM

1:4,064

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 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

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: G. 29.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Michael Berlad, Interim Director, Hays County Development Services

Sponsor: Commissioner Hammer

Agenda Item

Ratify administrative approval of PLN-2666-NP; Gold Nugget, Final Plat. **HAMMER/BERLAD**

Summary

Gold Nugget, Final Plat proposes one (1) lot consisting of 5.98 acres. Water utility will be achieved by Rainwater Collection. Wastewater treatment will be achieved by an individual on-site sewage facility. The subject property is located off of Gold Nugget Road, a private access easement in Wimberley and in Precinct 3.

Attachments

Cover Letter
Plat
Location Map
Administrative Approval Letter

Hays County Commissioners Court Agenda Request

Meeting Date: July 28th, 2026
Requested By: Colby Machacek, Senior County Planner
Prepared By: Colby Machacek, Senior County Planner
Department Director: Michael Berlad, Interim Director
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3

AGENDA ITEM LANGUAGE:

Ratify administrative approval of PLN-2666-NP; Gold Nugget, Final Plat.

BACKGROUND/SUMMARY OF REQUEST:

Gold Nugget, Final Plat proposes one (1) lot consisting of 5.98 acres. Water utility will be achieved by Rainwater Collection. Wastewater treatment will be achieved by an individual on-site sewage facility. The subject property is located off of Gold Nugget Road, a private access easement in Wimberley and in Precinct 3.

STAFF COMMENTS:

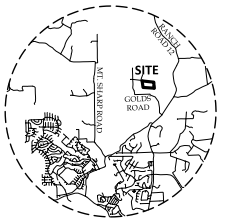
Staff review is complete pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. Final action consists of ratifying administrative approval in the commissioners court minutes.

ATTACHMENTS/EXHIBITS:

Plat
Location Map
Administrative Approval Letter

GOLD NUGGET

VICINITY MAP
(NOT TO SCALE)



STATE OF TEXAS
COUNTY OF HARRIS
KNOW ALL MEN BY THESE PRESENTS:

THAT, LARRY DUKE AND AMY DUKE, OWNERS OF CALLED 5.99 ACRES, CONVEYED IN INSTRUMENT NO. 23043257 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 5.99 ACRES, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

GOLD NUGGET

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____DAY OF_____, 20__ A.D.

_____
LARRY DUKE
12719 TRAIL HOLLOW DRIVE
HOUSTON, TX 77024

_____
AMY DUKE
12719 TRAIL HOLLOW DRIVE
HOUSTON, TX 77024

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED LARRY DUKE AND AMY DUKE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SWORN AND SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF_____, 20__ A.D.

_____ _____
NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME

_____
EXPIRATION DATE

STATE OF TEXAS
COUNTY OF HAYS
SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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.

_____
MICHAEL BERLAD
INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

STATE OF TEXAS
COUNTY OF HAYS
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
COUNTY JUDGE
HAYS COUNTY, TEXAS

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE CARDENAS, CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT OF WRITING AND ITS CERTIFICATES OF AUTHENICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__ A.D., AT _____ O'CLOCK __M. AND DULY RECORDED ON THE _____ DAY OF _____, 20__ A.D., AT _____ O'CLOCK __M., IN INSTRUMENT NO. _____, PLAT RECORDS OF HAYS COUNTY, TEXAS.

_____
ELAINE CARDENAS, COUNTY CLERK, HAYS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HAYS
I, WILLIAM R. HERRING, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON-THE-GROUND SURVEY OF THE PROPERTY SHOWN HEREON, CONDUCTED UNDER MY SUPERVISION, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____
WILLIAM R. HERRING DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS

PLAT NOTES:
1. THIS SUBDIVISION LIES WITHIN ZONE "X", AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ACCORDING TO FEMA MAP NO. 48209C0236G, DATED JANUARY 17, 2025. THIS STATEMENT IS DERIVED SOLELY UPON THE ABOVE LISTED FEMA MAP AND IS NOT A GUARANTEE THE SUBJECT TRACT WILL OR WILL NOT FLOOD.

2. THIS SUBDIVISION IS IN THE CONTRIBUTING ZONE TO THE EDWARDS AQUIFER; THIS SUBDIVISION IS NOT IN THE RECHARGE ZONE TO THE EDWARDS AQUIFER.

3. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

4. WASTEWATER SERVICE SHALL BE ON-SITE SEWAGE FACILITY PERMITTED BY HAYS COUNTY.

5. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND COVENANTS AND RESTRICTIONS AS ITEMIZED IN INSTRUMENT NO. 23043257, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. THIS PLAT IS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON.

6. THIS SUBDIVISION LIES WITHIN HAYS COUNTY ESD #4 AND ESD #7.

7. WATER UTILITY SERVICE SHALL BE PROVIDED TO EACH LOT FROM RAINWATER COLLECTION SYSTEM.

8. NUMBER OF LOTS IN THIS PLAT - 1
AVERAGE SIZE OF LOTS - 5.99 AC.
NUMBER OF LOTS SMALLER THAN 1 AC. - 0
NUMBER OF LOTS LARGER THAN 1.0 AC. BUT SMALLER THAN 2.0 AC. - 0
NUMBER OF LOTS LARGER THAN 2.0 AC. BUT SMALLER THAN 5.0 AC. - 0
NUMBER OF LOTS LARGER THAN 5.0 AC. BUT SMALLER THAN 10 AC. - 1
NUMBER OF LOTS LARGER THAN 10 AC. - 0

9. 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 GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

10. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

11. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN MET.

12. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES. PROPERTY WITHIN A PUBLIC ROADWAY OR ACCESS EASEMENT SHALL BE DESIGNATED AS A UTILITY EASEMENT.

13. ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE.

14. EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

15. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.

16. 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.

17. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

18. ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN.

SHARED ACCESS DRIVEWAY NOTES:
1. UP TO ONE (1) LOT WITHOUT INDEPENDENT ACCESS TO A REGULATED ROADWAY MAY OBTAIN ACCESS TO A REGULATED ROADWAY BY MEANS OF A SHARED ACCESS DRIVEWAY IF APPROVED BY THE COMMISSIONERS COURT. AN ADDITIONAL TWO (2) LOTS HAVING INDEPENDENT ACCESS TO A REGULATED ROADWAY MAY ALSO SHARE THE USE OF THE SHARED ACCESS DRIVEWAY. SHARED ACCESS DRIVEWAYS ARE INTENDED AS A MEANS TO PROVIDE FLEXIBILITY IN THE DEVELOPMENT PROCESS, PRESERVE THE RURAL CHARACTER OF THE LAND AND AVOID EXCESSIVE INFRASTRUCTURE COSTS WHEN SUCH COSTS WOULD PROVIDE LITTLE OR NO SOCIAL BENEFIT. SHARED ACCESS DRIVEWAYS ARE NOT INTENDED TO SERVE AS A SUBSTITUTE FOR INTERIOR ROADS. EXCESSIVE USE OF SHARED ACCESS DRIVEWAYS WILL NOT BE PERMITTED.

2. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE-FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.

3. THE OWNERS OF THE SINGLE-FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

4. EACH OF THE LOTS SHARING THE USE OF THE SHARED ACCESS DRIVEWAY SHALL HOLD EQUAL, INDIVISIBLE, AND UNRESTRICTED RIGHTS IN THE SHARED ACCESS DRIVEWAY, WHICH RIGHTS SHALL BE ESTABLISHED BY RECORDED EASEMENT AND THE EASEMENT SHALL RUN WITH THE LAND OF EACH OF THE BENEFITED LOTS. THE EASEMENT INSTRUMENT SHALL CLEARLY STATE EACH LOT'S PRO RATA RESPONSIBILITY WITH RESPECT TO FUTURE MAINTENANCE OR REPAIRS OF THE SHARED ACCESS DRIVEWAY.

5. THE MAINTENANCE AGREEMENT FOR THE SHARED ACCESS DRIVEWAY IS RECORDED IN INSTRUMENT NO. _____.

CONTOR
CONTOR, LLC
TBPELS FIRM NO. 10194424
P.O. BOX 1225
DRIPPING SPRINGS, TX 78620
(512) 808-0102
EMAIL: TEAM@CONTORUSA.COM
CONTORUSA.COM

GOLD NUGGET

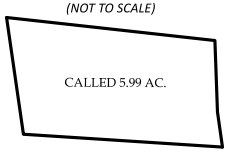
0 80 160

GRAPHIC SCALE
1" = 80'
HAYS COUNTY, TX
HARRISON YOUNG SURVEY, A-512

BEARING BASIS
GRID NORTH, TEXAS COORDINATE SYSTEM
(NAD83 (2011) SOUTH CENTRAL ZONE
UNITS = US SURVEY FEET

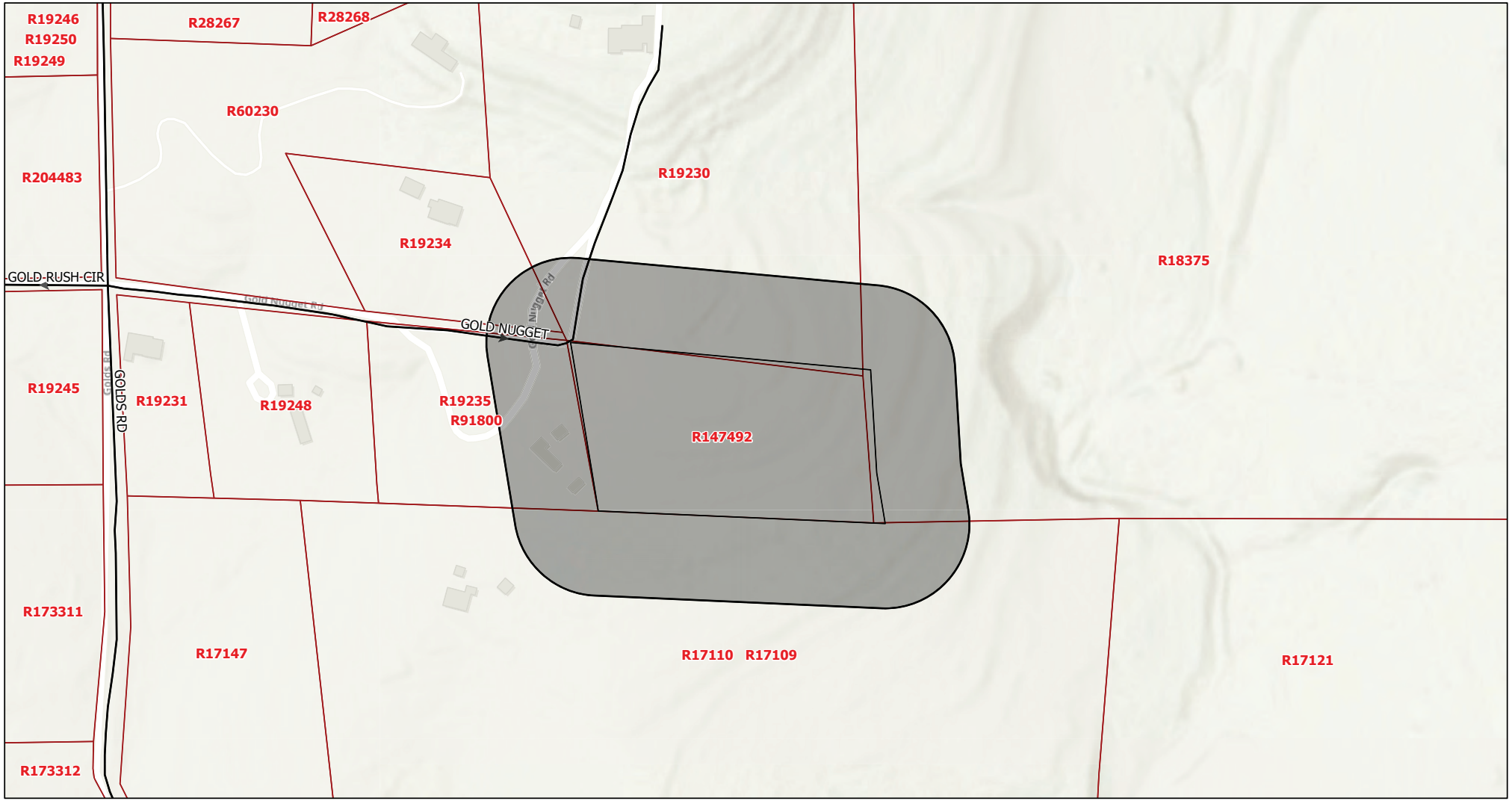
LEGEND
- 1/2" IRON ROD FOUND
- LOT BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- EASEMENT LINE
- DRHCTX DEED RECORDS, HAYS COUNTY, TX
- OPRHCTX OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TX

ORIGINAL LOT CONFIGURATION
(NOT TO SCALE)



CONTOR
CONTOR, LLC
TBPELS FIRM NO. 10194424
P.O. BOX 1225
DRIPPING SPRINGS, TX 78620
(512) 808-0102
EMAIL: TEAM@CONTORUSA.COM
CONTORUSA.COM

Hays County Development Services Map



6/22/2026, 11:59:51 AM

1:3,135

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Override 1

Override 1

Roads

Hays County Boundary

HaysCADParcels - Web Service

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, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640
(P) 512-393-2150 (Web) www.hayscountytx.com

Application Approved

Owner Information:
Larry & Amy Duke
12719 Trail Hollow Drive, Houston TX 77024
larry.duke@invacor.com

Date: 7/10/2026
Project ID: PLN-2666-NP
Project Name: Gold Nugget 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.

Planning Review

1. **As of 7/10/26, Planning Technical Review is complete. Administrative Approval must be ratified in Commissioners Court prior to signing and recording of the final plat.**
   Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.
   Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.
   A current Tax Certificate showing taxes paid will be required when recording the plat.

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,

Colby Machacek
Planning Division
Hays County Development Services

AGENDA ITEM REQUEST FORM: G. 30.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones, Director of Transportation

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the purchase of a new fence from Elite Fence Company, Inc. for the Hays County Transportation Yard located at 2171 Yarrington Road in the amount of $95,590.00 and amend the budget accordingly. **INGALSBE/A.JONES**

Summary:

The Transportation Department is requesting to use existing funds to have a fence installed at the property located at 2171 Yarrington Road.

Fiscal Impact:

Amount Requested: $95,590.00
Line Item Number: 020-710-00.5741

Budget Office:

Source of Funds: Road & Bridge General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($95,590) - Decrease Contract Services-Road Work 020-710-00.5448_010
$95,590 - Increase Misc Capital Improvements 020-710-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: 3 quotes obtained

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

AMG Fence Quote
Elite Fence Quote
Purple Fence Quote
Yarrington Map

PDF Print

AMG Fence and Builders

AMG Fence

Business Number 2021

5128015330

amgfence1@gmail.com

Amgfencebuildersllc.com

alexfence2006@gmail.com

ESTIMATE

EST3538

DATE

06/26/2026

TOTAL

USD $111,842.00

TO

Jesse Amaya

2171 Yarrington Rd

Trasportation Department

5127381625

jesse.amaya@hayscountytx.gov

DESCRIPTION	RATE	QTY	AMOUNT
INSTALL 8' TALL CHAINLINK FENCE COMMERCIAL GRADE(NEW) Install 2778' LF of Commercial Chainlink 4" x 14' DQ40 Galv Pipe post 2/3/8x 14' line post DQ40 Galv Pipe top rail 1 7/8 x 21' PE DQ40 Galv Pipe 4" Med Tension Band EA 1.32 31.68 12ga x 7/8" 4" Med Brace Band EA 1.18 7.08 12ga x7/8" 4" PS Std Cap EA 2 3/8" x 1 5/8" PS Dura Eyetop 8 1/4" 9ga Alum Tie 9ga Steel Hog Ring Cls3 1 5/8" PS Std Rail End 2 3/8" x 1 5/8" Line Rail Clmp 5/16x2 1/2 Carriage Bolt w/Nut 1 5/8" x 6" Steel Sleeve 3/16" x 3/4" x142" Tension Bar 2" x 9ga x 6' KK 1.2oz 50' Roll ASTM A 392 Cls 1 Concrete every terminal and line post 36" deep 1' of 3 lines barbwire	$108,342.00	1	$108,342.00

Install 1 24' Double gates	$3,500.00	1	$3,500.00

SUBTOTAL	$111,842.00
TAX (8.25%)	$0.00
TOTAL	**USD $111,842.00**

*Estimates are good for 14 days. Pricing can be locked in by putting down a deposit prior to the 15th day after estimate generation
*Overall fence height will be approx. 8'
*Customer is responsible for obtaining any and all permits and permitting costs from City, County, and HOA if applicable. Customer is responsible for obtaining all permissions before project begins.
*Payments 50% down, remaining 50% balance is due upon completion.
*10% late fee charged on 4th calendar day after completion or final invoice.
*Footage is approximated. Final price will determined by final installation footage if it changes.
*Checks No Transactions Fee or Credit Cards (VISA, MasterCard, Discover) accepted with 3% processing fee.
*If you are the contracted party you are expected to pay the deposit and final balance.
*AMG Fence & Builders is NOT responsible for collecting from your neighbors.
*Customer is responsible for informing any affected neighbors about the proposed fence installation and schedule.
*AMG Fence & Builders reserves the right to file a property lien in the event of non-payment
*Customer is responsible for providing property line locations and surveys and agrees to pay additional labor charges if desired fence line is not within their property and must be moved after installation
*Although utilities are located and every attempt is made to dig carefully. Sometimes unknown underground line or structures are damaged, repair by others.
*AMG Fence & Builders will cover damages to underground sprinkler lines or private water lines, up to $250. The water line connecting your house to the city water meter is considered a private utility line and is not marked by 811.
*AMG Fence & Builders is not responsible for any damage of gas line (marked or unmarked)
*All work is covered by a 3 Year Installation Warranty. Lumber products are not warrantied against warping, cracking, or twisting
*Gates will include standard latching hardware
*We're insured

ESTIMATE

Elite Fence Company
1101 Thorpe Ln Ste 105-133
San Marcos, TX 78666

office@elitefencepros.net
+1 (512) 787-3387
https://www.elitefencepros.net

Elite Fence Company

Jesse Amaya

Bill to
Jesse Amaya
Hays County Transportation Dept
2171 Yarrington Rd
Kyle, TX 78640

Ship to
Jesse Amaya
Hays County Transportation Dept
2171 Yarrington Rd
Kyle, TX 78640

Estimate details
Estimate no.: 26332
Estimate date: 07/07/2026

#	Product or service	Description	Qty	Amount
1.	**Galvanized chain link fence installation**	Furnish and install approximately 2,772' of 8' Tall Commercial Grade Galvanized chain link w/ 3 Strands Barbwire Materials: - 8' (9 gauge) Galvanized Chain Link, - Schedule 20 Commercial Grade posts 2-3/8" Diameter - Schedule 20 Line posts 1-7/8" Diameter - Schedule 20 Top Rail 1-5/8" Diameter - 3 Strand Barbwire ALL POSTS SET AT 24" DEEP WITH 80 LBS OF CONCRETE PER POST H-BRACE ALL CORNERS	1	$94,110.00
2.	**Double Drive Gate**	Double Drive Swing Gate 24' Wide x 8' Tall set on 4" Posts 2 -leafs at 12' each Heavy duty box hinges applied	1	$1,480.00

Total **$95,590.00**

Note to customer

Please note - all lines are optional. Total cost will reflect chosen product

Accepted date **Accepted by**

07/09/2026

Purple Fencing Co
Purple Fencing Co.
706 W. Ben White Blvd. Ste 200B
Austin, TX 78704
Phone: (512) 955-5360

Company Representative
Vince Anello
Phone: (949) 648-4623
vince@purplefc.com

Daniel Thompson
2171 Yarrington Road
San Marcos, TX 78666
(512) 738-0745

Job: Daniel Thompson

Fencing Section

Chain Link Fence Construction

Chain link fencing is installed using galvanized steel posts, top rail, and tensioned wire fabric. Proper tensioning and bracing are industry best practices that help keep the fence straight, secure, and resistant to sagging and wind movement, ensuring long-term durability and performance. Fence posts are set in fast-setting concrete that hardens in 20–40 minutes and reaches up to 4,000 lb (PSI) strength for a strong, stable fence.

	Qty	Unit
8' Chain Link Commercial Galvanized	2778.00	LF

- 2-7/8"x10'6" Heavy Duty Galvanized Terminal Post
- 2-3/8"x10'6" Heavy Duty Galvanized Line Post
- 1-5/8" Heavy Duty Galvanized Top Rail and Middle Rail
- 7ga Tension Wire on Bottom
- 2" x 9ga x 8' KT 1.2oz Chain Link Mesh
- 3 Strand Barbed Wire on Top

$95,606.49

Gate Option

Chain Link Double Gate

Chain link walk gate constructed using galvanized steel framing and mesh to match fence fabric. Gate is built for up to 6' tall and includes heavy-duty hinges and latch hardware for secure, smooth operation. Designed for durability, corrosion resistance, and long-term performance.

	Qty	Unit
Custom Gate 24' Opening	1.00	EA

Chain Link Gate Commercial with matching barbed wire and materials

$3,289.47

TOTAL	$98,895.96

Purple Fencing Co. Terms and Conditions

This Agreement, including these terms and conditions, is entered into between Purple Fencing Co. ("Company") and the property owner(s) or property owner's representative(s) ("Customer") for the purpose of constructing, replacing, or repairing fencing on the Customer's property. This Agreement is subject to the laws of the state in which it has been executed. It does not obligate the Customer or Company unless it is signed and accepted by both parties.

Approval and Pricing

- This Agreement is subject to the credit and pricing approval of Purple Fencing Co. management. The full amount of monies specified ("Agreed Price") is based on initial measurements and assessments and does not include extras such as additional carpentry, repairs, or unforeseen adjustments unless specified. The final price may adjust based on actual site conditions and measurements assessed upon installation. **Any changes to the original bid or price, including adjustments due to site conditions, material changes, or modifications requested by the Customer,**

will be documented in a Change Order. This Change Order must be reviewed, signed, and agreed upon by both parties before any additional work is executed.

Deposit and Scheduling

- Work will only be scheduled once a **50% deposit** is received from the Customer. Delay in receiving the deposit may impact the scheduled start date.

Permits, HOA Approval, and Code Compliance

- Customer is solely responsible for obtaining any permits, approvals, or authorizations required prior to installation. This includes but is not limited to approvals from Homeowners Associations (HOAs), Architectural Review Committees, municipalities, zoning authorities, or other governing bodies. Purple Fencing Co. does not obtain permits or HOA approvals on behalf of the Customer unless explicitly stated in writing. The Customer is responsible for ensuring that the proposed fence design, height, materials, and placement comply with all HOA guidelines, local ordinances, and building codes. If installation is delayed, modified, or halted due to failure to obtain approvals or permits, Purple Fencing Co. shall not be liable for delays or additional costs. Any required changes after installation due to HOA or municipal violations will be treated as a Change Order and billed accordingly.

Design Approval

- Company will provide a detailed design and layout drawing of the proposed fence for Customer review. **Customer must approve the drawing** in writing before work commences. Modifications to the approved design may result in additional fees as specified in the "Change Order" clause.

Access to Property

- The Customer agrees to provide Company with access to the property during regular working hours. Customer is responsible for ensuring that the site is prepared for installation (e.g., clearing brush, vines, trees, or other obstructions from the fence and fence line). If the site is not ready upon arrival, a **$300 trip charge** will be assessed for additional mobilization.
- **It is the Customer's responsibility to notify any neighbors about the upcoming fence installation and ensure that the fence line is clear and accessible. This includes maintaining a minimum clearance of 3-5 feet on both sides of the fence line, free of any obstructions such as landscaping, debris, or personal property. Purple Fencing Co. is not responsible for any damage to property, including but not limited to plants, structures, or personal belongings, that are left within the work area or interfere with the installation process. Customers must ensure the site is prepared prior to the scheduled start date to avoid delays or additional fees.**

Change Orders

- Any changes requested within **24 hours prior to the scheduled installation start time of 8:00 AM**, or **after 8:00 AM on the day of installation**, will incur a **$300 Change Order Fee**, in addition to any costs related to materials, labor, or other adjustments. All change orders must be submitted, reviewed, and approved in writing by both Customer and Company before the requested changes are implemented. Failure to approve the Change Order in a timely manner may result in delays to the project schedule.

Sprinkler Systems and Site Protection

- Sprinkler systems should be tested by the Customer both **before and after** installation to identify any potential damages caused during installation. **Sprinkler Insurance** covers repair of damaged sections only if identified within 14 days of project completion. If damages are reported after 14 days, Company will not be liable. Customers declining sprinkler insurance will bear the cost of repairs at **$120 per hour, plus parts**. Company has first right to hire personnel to complete the appropriate repairs. If the Customer hires personnel without permission to complete the repairs, the Company is not responsible for reimbursing the Customer for the repairs.

Access to Property

- The prices and terms of Company's estimate and this Agreement are based upon completion of the work during normal working hours, and Customer agrees to provide Company access to Customer's property as required for completion of the work. Customer will be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control.
- **Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish at its expense, single phase, 220-volt, 50-amp electrical service.** Company shall not be responsible for protection of Customer's property, except to provide that protection which is specifically called for under the specifications provided by this Agreement. **Customer also agrees to remove, store and/or protect personal property during Company's work. Customer will manage and be responsible for protection of vehicles and property exposed to damage by Company's work.**

Tear-Out and Removal of Existing Fence

- Company will remove the existing fence materials. Existing posts will be cut flush or below ground level. **Concrete around old posts is not included in haul-off** unless specified. Customer must notify neighbors of any tear-down or removal.

Materials and Warranty

- Company uses standard stock materials and will match existing materials as closely as possible. Company provides a **2-Year Workmanship Warranty** and a **1-Year Material Warranty**. This warranty excludes damages from fire, windstorm, hail, and other natural events, which are the Customer's responsibility. Customer agrees to maintain Homeowner's insurance to cover such hazards.

Limited Warranty

- Company's limited warranty does not apply to damage caused by weather events, unforeseen site conditions, or repairs resulting from these conditions. This warranty is voided if the account is not paid in full as outlined in this Agreement.

Terms of Payment

- Customer agrees to a **50% payment upon project start** and the remaining **50% upon completion**. Staining or painting services are due in full at completion. Late payments (3 days post-completion) will incur a **3% late fee**. If the Customer is cost-sharing with a neighbor, they are responsible for all payments unless otherwise arranged with Company in writing.

Disclaimer

- Customer is responsible for marking sprinkler heads or any other underground structures prior to installation. Customer must ensure property boundaries are clearly marked; Company is not responsible for locating property lines. Company is not liable for minor damage to landscaping, personal property not removed from the fence line, or any items damaged due to Customer's failure to clear the area.

Job Completion and Final Billing

- Job completion is defined as the date Company's work is substantially finished or the date of the last work performed, whichever is earlier. If prompt payment is not received, Company reserves the right to stop work with a 48-hour notice. Any unpaid balance past 30 days is subject to an **18% annual service charge**.

Hazardous Materials

- Company does not conduct hazardous material testing or removal (e.g., asbestos, mold) unless explicitly specified in this Agreement. The presence of such materials may halt work until a change order is signed to address additional costs for handling these substances.

Damages and Liability
- Company is not liable for damages due to natural forces, acts of third parties, faulty site conditions, or changes beyond Company's control. Company assumes no responsibility for damage to concrete, sprinklers, or property areas outside the direct scope of work, including slight variances in wood color or stain. Customer agrees that any warranties are voided if damage arises from specified excluded conditions.

Hold Harmless Clause
- Customer agrees to hold Company harmless for damages occurring outside the direct scope of work and limited to the invoice amount billed to Customer. Company is not liable for latent defects or previous work not performed by Company.

Pre-Lien Notice
- Any unpaid balances may result in a lien against the Customer's property. Charges will accrue from the date of substantial completion at the maximum allowable rate.

Credit Card Fee
- A **3% credit card convenience fee** will be applied for credit card payments. This fee can be waived if payment is made by check, cash, or through financing.

Estimate Validity
- All estimates are valid for **7 days** from issuance.

Rescheduling Fee
- If a job is rescheduled by the Customer within 3 business days of the scheduled date, a **$185 rescheduling fee** will be charged as long as it's not weather related or needed to be rescheduled for reasons by Purple Fencing only.

Miscellaneous
- This Agreement constitutes the entire understanding between Company and Customer. It supersedes all prior agreements and cannot be amended without mutual written consent. Should any provision be unenforceable, the remaining terms will continue in full effect.

Permits, Approvals, HOA Compliance, and Customer Responsibility

Customer acknowledges that certain fence projects may require permits, approvals, surveys, variances, engineering, inspections, or other governmental authorizations depending on the property's location, fence height, fence style, proximity to property lines, floodplain restrictions, easements, terrain conditions, environmental regulations, or other applicable municipal, county, state, or federal requirements. This is especially common in jurisdictions such as the City of Austin, West Lake Hills, Lakeway, and other municipalities with unique development regulations.
Customer is solely responsible for determining, obtaining, and maintaining all permits, approvals, variances, inspections, and governmental authorizations required for the project prior to construction. Customer is also solely responsible for obtaining any required Homeowners Association (HOA), Architectural Review Committee (ARC), neighborhood association, deed restriction, or similar private approval. If written consent, permission, or acknowledgment from adjoining property owners or neighboring landowners is required by law, regulation, HOA rules, deed restrictions, survey requirements, or otherwise, Customer shall be solely responsible for obtaining such permission prior to commencement of work.
Purple Fence Co. does not provide legal advice, land surveying services, engineering services, permit research, permit acquisition, HOA approval services, title review, easement review, or property line verification unless expressly agreed to in writing. Any information provided by Purple Fence Co. regarding permits, approvals, property lines, HOA requirements, or regulatory matters is provided solely as a courtesy and shall not be relied upon by Customer.
Customer agrees to indemnify, defend, and hold harmless Purple Fence Co., its owners, employees, subcontractors, agents, and affiliates from and against any and all claims, fines, penalties, fees, damages, costs, expenses, removal orders, correction orders, enforcement actions, attorney's fees, delays, or liabilities arising from or related to: (a) Customer's failure to obtain required permits or approvals; (b) HOA or ARC violations; (c) deed restriction violations; (d) property line disputes; (e) neighbor disputes; (f) easement encroachments; or (g) any governmental or private enforcement action relating to the fence or project.
Should any permit, approval, inspection, or authorization be required after work has commenced, all resulting delays, redesign costs, permit fees, engineering fees, inspection fees, modification costs, removal costs, and additional labor or material costs shall be the sole responsibility of Customer and shall constitute a valid change order under this Agreement.

Warranty

Purple Fencing Co. Fence Warranty

Purple Fencing Co. is proud to offer an industry-leading 2-Year Workmanship Warranty and a 1-Year Material Warranty on all completed fencing projects, including gates. This warranty covers defects in workmanship and materials directly provided by Purple Fencing Co., subject to the terms and conditions outlined below.

Workmanship Warranty

- Purple Fencing Co. warrants that all work will be completed in a professional, high-quality manner. Any issues arising from improper installation within two (2) years from the completion date will be repaired at no additional cost to the Customer.
- This warranty covers:
  - Structural integrity of posts, rails, and pickets.
  - Gate functionality, including hinges and latches, if installed by Purple Fencing Co.

Material Warranty

- All materials provided by Purple Fencing Co. are covered for one (1) year against defects. This includes wood, metal, fasteners, and hardware used in the construction of the fence. Manufacturer warranties may extend beyond this period and will be passed on to the Customer where applicable.

Warranty Limitations

This warranty does not cover:

1. Damage caused by natural disasters or environmental conditions, including but not limited to:
    - Fire, windstorms, hail, tornadoes, hurricanes, or earthquakes.
    - Flooding, soil movement, or extreme changes in ground conditions.
1. Damage resulting from improper maintenance, neglect, or misuse by the Customer or third parties, including but not limited to:
    - Impact from vehicles, equipment, or falling objects.
    - Exposure to harmful chemicals, oils, or other substances.
1. Wear and tear due to natural aging, such as:
    - Fading, warping, cracking, or discoloration of wood or metal components.
    - Color inconsistencies in wood stain caused by natural grain and pores.
1. Modifications or repairs made by third parties without the prior written consent of Purple Fencing Co.
2. Changes in fence alignment or integrity due to the failure of neighboring structures or landscaping conditions.

Customer Responsibilities

- Maintenance: Proper maintenance of the fence is required for the warranty to remain valid. This includes cleaning, sealing, or staining as recommended for the specific material used.
- Sprinkler Testing: Customers must run sprinklers both before and after fence installation to identify potential damage.
- Site Conditions: The Customer is responsible for ensuring proper drainage and maintaining landscaping to avoid damage to the fence.

Exclusions

- Purple Fencing Co. is not liable for damage to vegetation, sprinklers, underground utilities, or landscaping caused during the normal scope of work unless specifically covered under a separate agreement.
- Warranty is void if full payment is not received in accordance with the agreed terms.

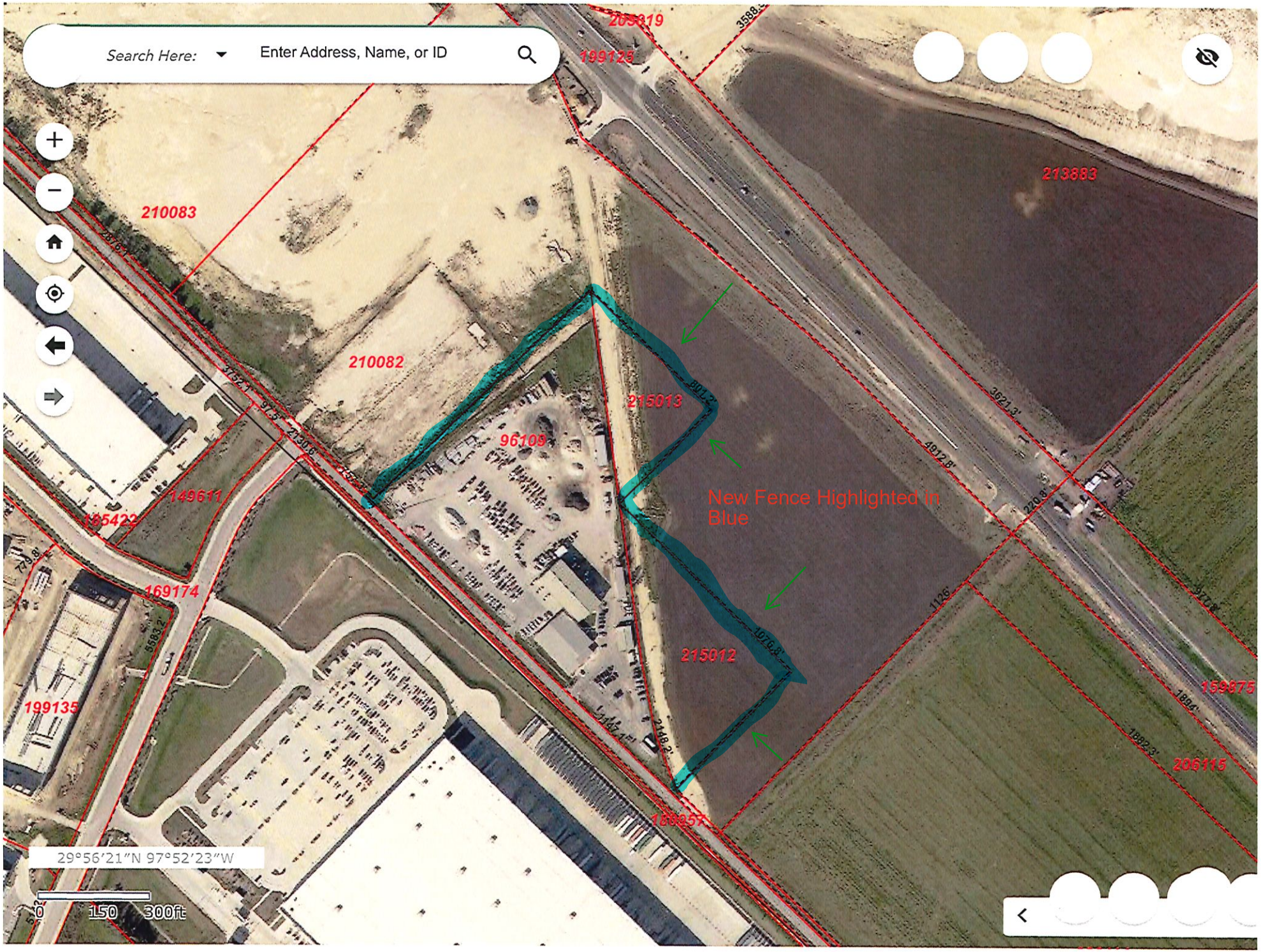
Claim Process

To make a warranty claim, the Customer must notify Purple Fencing Co. in writing within thirty (30) days of discovering the defect. Claims must include a detailed description of the issue, proof of purchase, and photographs if applicable.
This warranty is non-transferable and applies solely to the original purchaser. It represents the full extent of Purple Fencing Co.'s liability. No other warranties, express or implied, apply unless specifically stated in writing.

Company Authorized Signature _____ Date _____

Customer Signature _____ Date _____

Customer Signature _____ Date _____


Search Here:
Enter Address, Name, or ID
210083
210082
215013
96109
213883
New Fence Highlighted in Blue
149611
185422
169174
199135
215012
159875
206115
29°56'21"N 97°52'23"W
0
150
300ft

AGENDA ITEM REQUEST FORM: G. 31.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Sheriff Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize Firetrol Protection Systems to perform a semi-annual 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, total amount $910.00.
INGALSBE/HIPOLITO

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 require a discretionary exemption.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Buyboard Contract: 751-24
discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) for the Compliance Engineering (CE) Filing fee.

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 #2127656

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.	**2127656**
Type	Inspection
Prepared By	Brian Crafts
Created On	07/08/2026

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: TO PERFORM SEMI-ANNUAL KITCHEN HOOD

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
	CE Filling Fee	1	$70.00	$70.00
			GRAND TOTAL	**$910.00**

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.

Progress payments due to delays and work stoppages:
Seller will generate progress payments for this contract prior to final completion only if the following delays or stoppages by the Purchaser or Owner exist:

1. Seller will send progress payment invoices for all costs incurred by the seller plus mark-up for purchased materials if delay of delivery by the Purchaser or Owner exceeds 60 days from the date of receipt of all materials.
2. Seller will send progress payment invoices for all labor costs incurred by the seller plus mark-up for current percentage of labor completed by the seller for the contract scope that exceeds 60 days from the date of labor completed and prior to completion of the contract, or due to delay by Purchaser or Owner.
3. Seller will send progress payment invoices for all engineering, administrative, and permit costs incurred by the seller plus mark-up for current percentage completed and paid by the Seller for the contract scope that exceeds 60 days from the date of completion and percentage completed and prior to the completion of the contract, due to delay by Purchaser or Owner.

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 fulfill 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: _____

AGENDA ITEM REQUEST FORM: G. 32.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a proposal with TFL, Inc. in the amount of $184,254.52 for renovations of the Sports Complex located at 2880 GoForth Road and amend the budget accordingly. **INGALSBE/CRUMLEY**

Summary:

As part of the Hays County 2020 Park Bond program, the Sports Complex located at 2880 GoForth Road is undergoing renovations. This includes removal of an old play scape, addition of base pads for future storage, addition of fencing around the septic system, etc. Facilities and Resource Management has secured a quote for this work from TFL, Inc. under Choice Partners Contract #23/016MR-31. Funding for this project has been identified and allocated through the 2020 Parks Bond.

Fiscal Impact:

Amount Requested: $184,254.52
Line Item Number: 154-811-97-440.5741

Budget Office:

Source of Funds:Park Bond 2021 Fund
Budget Amendment Required Y/N?: Yes
Comments:
($93,957) - Decrease Contract Services 154-800-97.5448
$93,957 - Increase Misc Capital Improvements 154-811-97-440.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: This has to be reviewed for compliance under Choice Partners Contract #23/016MR-31, will provide an update in CC.

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

TFL Quote Phase 2
TFL Means

TFL, INC

1602 CR 134
Burnet, TX 78611

Estimate

Date	Estimate #
7/7/2026	2473

Name / Address
Hays County Sports Complex 712 S Stagecoach San Marcos, TX 78666

P.O. No.	Project

Item	Description	Qty	Amount	Cost	Markup	Total
general co...	SOW for Hays County Sports Complex: - demo concrete pads to the left of the pedestrian/drive gate - haul off all concrete - dig out 6" of dirt on areas past pedestrian gate on both sides of new 10 foot drive path to playscape area - dig out playscape area, first remove existing undermined canopy structure posts - compact subgrade - add base as needed to level - cover in geo tech mat to prevent weeds (please note this helps weeds and grass inhibition but will still need weed removal or spot maintenance) - install 6" compacted crushed granite - add base pad and base sidewalk to future storage location at right of gate - haul off extra topsoil from granite placement 200 linear foot of concrete ribbon curb in larger areas to hold granite in place - 4' chainlink fence around septic system - dumpster for trash debris - demo shed between fields in back and dispose of	0.96	186,341.54	178,887.88		178,887.88
BOND	Bond Expense	0.03	178,887.88	5,366.64		5,366.64

Choice Partners Contract # 23/016MR-31

Total $184,254.52

Signature _____

Phone #	E-mail	Web Site
830-822-1822	Rebecca.TFL1@gmail.com	www.thefencelady.com

Costs based on RSMeans data

COST ESTIMATE REPORT
DATE: 07/07/2026

Estimate Name: Buda Sports Complex Phase 2

ESTIMATE INFORMATION

Client Name: Hays County
Estimate Address:
Type: Unit
Measurement System: US Standard
Notes:

COST DATA

Estimate Summary:

	Material	Labor	Equipment	Total*
Base Total	$ 28,983.60	$ 82,104.81	$ 24,234.57	$ 135,322.98
Total O&P	$ 31,972.39	$ 127,671.49	$ 26,697.66	$ 186,341.54

"Total" column values include the cost of Exception lines that may not be included in the Material, Labor and Equipment totals.

Catalog: Facilities and Commercial Renovation
Format: MasterFormat 2018
Release: Year 2026 Quarter 2
Labor Type: Repair & Remodeling
City Cost Index: TEXAS / AUSTIN (786-787)

LEGEND

Line Source:
U - User defined line item
A - Adjustment/Modifier
E - Exception lines

ESTIMATE

Quantity	LineNumber	Line Source	SubContracted Ind.	Description	Crew	Daily Output	Labor Hours	Unit	Material	Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.	Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
250.00	329113161300			Soil preparation, mulching, stone mulch, granite chips, hand spread	B1	10	2.4	C.Y.	$ 69.03	$ 126.34	$ -	$ 195.37	$ 17,257.50	$ 31,585.00	$ -	$ 48,842.50	$ 76.23	$ 197.40	$ -	$ 273.63	$ 19,057.50	$ 49,350.00	$ -	$ 68,407.50	RR	
200.00	321613130404			Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	C2A	500	0.096	L.F.	$ 8.33	$ 5.50	$ -	$ 13.83	$ 1,666.00	$ 1,100.00	$ -	$ 2,766.00	$ 9.18	$ 8.57	$ -	$ 17.75	$ 1,836.00	$ 1,714.00	$ -	$ 3,550.00	RR	
250.00	320610102168			Sidewalks, driveways, and patios, sidewalk, load, dump and spread stone, 300' haul, with skid steer, excludes base	B62	12	2	C.Y.	$ -	$ 116.12	$ 24.20	$ 140.32	$ -	$ 29,030.00	$ 6,050.00	$ 35,080.00	$ -	$ 179.18	$ 26.83	$ 206.01	$ -	$ 44,795.00	$ 6,707.50	$ 51,502.50	RR	
750.00	321123230370			Base course drainage layers, aggregate base course for roadways and large paved areas, bank run gravel, spread and compacted, 6" deep	B32	6000	0.005	S.Y.	$ 3.02	$ 0.32	$ 0.59	$ 3.93	$ 2,265.00	$ 240.00	$ 442.50	$ 2,947.50	$ 3.32	$ 0.50	$ 0.64	$ 4.46	$ 2,490.00	$ 375.00	$ 480.00	$ 3,345.00	RR	
22.00	321123232021			Base course drainage layers, aggregate base course for roadways and large paved areas, alternate method to figure base course, crushed stone, 1-1/2"maximum size, 6" deep	B36	815	0.049	Ton	$ 16.18	$ 2.68	$ 2.88	$ 21.74	$ 355.96	$ 58.96	$ 63.36	$ 478.28	$ 17.93	$ 4.15	$ 3.17	$ 25.25	$ 394.46	$ 91.30	$ 69.74	$ 555.50	RR	
750.00	321123236000			Base course drainage layers, for roadways and large paved areas, stabilization fabric, polypropylene, 6 oz./S.Y.	B6	10000	0.002	S.Y.	$ 0.22	$ 0.13	$ 0.03	$ 0.38	$ 165.00	$ 97.50	$ 22.50	$ 285.00	$ 0.25	$ 0.20	$ 0.03	$ 0.48	$ 187.50	$ 150.00	$ 22.50	$ 360.00	RR	
750.00	321123237000			Base course drainage layers, prepare and roll sub-base, small areas to 2,500 S.Y.	B32A	1500	0.016	S.Y.	$ -	$ 0.94	$ 1.23	$ 2.17	$ -	$ 705.00	$ 922.50	$ 1,627.50	$ -	$ 1.45	$ 1.36	$ 2.81	$ -	$ 1,087.50	$ 1,020.00	$ 2,107.50	RR	
750.00	334123190100			Geotextile subsurface drainage filtration, fabric, laid in trench, polypropylene, ideal conditions	2 Clab	2400	0.007	S.Y.	$ 2.11	$ 0.21	$ -	$ 2.32	$ 1,582.50	$ 157.50	$ -	$ 1,740.00	$ 2.32	$ 0.33	$ -	$ 2.65	$ 1,740.00	$ 247.50	$ -	$ 1,987.50	RR	
250.00	311413231540			Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, by skid steer,901-1,100 S.Y., 6" deep, 200' haul	B63	1000	0.04	S.Y.	$ -	$ 2.23	$ 0.29	$ 2.52	$ -	$ 557.50	$ 72.50	$ 630.00	$ -	$ 3.47	$ 0.32	$ 3.79	$ -	$ 867.50	$ 80.00	$ 947.50	RR	
250.00	312323238000			Compaction, 2 passes, 6" to 11", 4" lifts, rammer tamper	A1F	130	0.062	B.C.Y.	$ -	$ 3.27	$ 0.77	$ 4.04	$ -	$ 817.50	$ 192.50	$ 1,010.00	$ -	$ 5.08	$ 0.84	$ 5.92	$ -	$ 1,270.00	$ 210.00	$ 1,480.00	RR	
1.00	015433204890			Rent loader, skid steer, wheeled, 1 CY 78 HP, diesel, Incl. Hourly Oper. Cost.		0	0	Month	$ -	$ -	$ 6,705.32	$ 6,705.32	$ -	$ -	$ 6,705.32	$ 6,705.32	$ -	$ -	$ 7,375.85	$ 7,375.85	$ -	$ -	$ 7,375.85	$ 7,375.85	RR	
100.00	323113202100			Fence, chain link industrial, no barbed wire, galvanized steel, 2" line post, 10' OC, 1-5/8" top rail, 5' - 0" high, includes excavation, in concrete	B80C	300	0.08	L.F.	$ 26.99	$ 4.35	$ 1.71	$ 33.05	$ 2,699.00	$ 435.00	$ 171.00	$ 3,305.00	$ 29.83	$ 6.80	$ 1.88	$ 38.51	$ 2,983.00	$ 680.00	$ 188.00	$ 3,851.00	RR	
1.00	323113205010			Fence, chain link industrial, double swing gates, 5' high, 12' opening, includes excavation, posts & hardware in concrete	B80C	3.4	7.059	Opng.	$ 667.64	$ 384.15	$ 151.49	$ 1,203.28	$ 667.64	$ 384.15	$ 151.49	$ 1,203.28	$ 733.93	$ 600.85	$ 166.22	$ 1,501.00	$ 733.93	$ 600.85	$ 166.22	$ 1,501.00	RR	
3.00	024119190840	E		Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		0	0	Week	$ 775.00	$ -	$ -	$ 775.00	$ 2,325.00	$ -	$ -	$ 2,325.00	$ 850.00	$ -	$ -	$ 850.00	$ 2,550.00	$ -	$ -	$ 2,550.00	RR	
80.00	024119192050			Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, forklift, cost to be added to demolition cost	A3R	25	0.32	C.Y.	$ -	$ 21.52	$ 14.15	$ 35.67	$ -	$ 1,721.60	$ 1,132.00	$ 2,853.60	$ -	$ 33.53	$ 15.57	$ 49.10	$ -	$ 2,682.40	$ 1,245.60	$ 3,928.00	RR	
72.00	030505100070			Selective concrete demolition, reinforcing more than 2% cross-sectional area, break up into small pieces, excludes shoring, bracing, saw or torch cutting, loading, hauling, dumping	B9	8	5	C.Y.	$ -	$ 167.05	$ 47.87	$ 214.92	$ -	$ 12,027.60	$ 3,446.64	$ 15,474.24	$ -	$ 260.62	$ 52.60	$ 313.22	$ -	$ 18,764.64	$ 3,787.20	$ 22,551.84	RR	
1.00	030505101910			Selective concrete demolition, minimum labor/equipment charge	B9	2	20	Job	$ -	$ 675.10	$ 191.46	$ 866.56	$ -	$ 675.10	$ 191.46	$ 866.56	$ -	$ 1,036.20	$ 211.45	$ 1,247.65	$ -	$ 1,036.20	$ 211.45	$ 1,247.65	RR	
40.00	312323202175			Hauling, loose cubic yards, small excavation job, 18 C.Y. 8 wheel truck per hour, excludes loading equipment	B34I	8	1	Hr.	$ -	$ 62.81	$ 116.77	$ 179.58	$ -	$ 2,512.40	$ 4,670.80	$ 7,183.20	$ -	$ 98.99	$ 128.34	$ 227.33	$ -	$ 3,959.60	$ 5,133.60	$ 9,093.20	RR	
Grand Total									***$ 10,400.00***	***$ 28,983.60***	***$ 82,104.81***	***$ 24,234.57***	***$ 135,322.98***					***$ 12,145.41***	***$ 31,972.39***	***$ 127,671.49***	***$ 26,697.66***	***$ 186,341.54***		

Choice Partners 23/016MR-31

Contract Co-efl	0.96	$ 178,887.88
Bond	0.03	$ 5,366.64
Total		**$ 184,254.51**

AGENDA ITEM REQUEST FORM: G. 33.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services to purchase two Blauer Multithreat HAZMAT suits in the amount of $6,997.20 and amend the budget accordingly. **BECERRA/M.JONES**

Summary:

The Blauer Multi-Threat suit is a top-tier, heavy-duty hazardous materials (HAZMAT) and chemical, biological, radiological, and nuclear (CBRN) protective ensemble designed for first responders, operating in high-risk environments. These will be replacing suits that are at the end of life.

Fiscal Impact:

Amount Requested: $6,997.20
Line Item Number: 001-656-00.5719_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments:
($6,998) - Decrease General Supplies Hazmat Supplies 001-656-00.5201_007
$6,998 - Increase Miscellaneous Equipment Operating Expense 001-656-00.5719_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Omnia Partners 4400008468

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

HAZMAT Suits

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10272881	
Order Date	Page
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Quote Expires On: 08/20/2026

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 82025

Hays County
712 South Stagecoach Trail
Ste 1071
San Marcos, TX 78666

512-738-0721

Ship To:

Hays County
712 South Stagecoach Trail
Ste 1071
San Marcos, TX 78666

Requested By: Kristen Jones

PO Number	*Taker*	*Email*
Suits	Vicky Garcia	vgarcia@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid		

Sales Representative
Kenneth Crawford

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00	EA		K_CRAWFORD	EA	0.00	0.00
				1.0	For questions concerning this proposal please contact your local Safeware territory Manager Kenneth Crawford Direct Line: 281-755-3692 Safeware Office: 800-341-9408 Email- Kcrawford@safewareinc.com	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector	1.0		
2.00	0.00	2.00	EA		BLR HZ9410VG-(SZ)-(L)-(CLR)	EA	3,498.60	6,997.20
					Safeware Catalog Price: 5,929.83 ***Contract Discount:*** 41% ***Your Discount:*** 41.00			
				1.0	Multi-Threat Ensemble NextGen TZ SZ/CLR	1.0		

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10272881	
Order Date	Page
07/10/2026 13:09:59	2 of 2

Quote Expires On: 08/20/2026

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Next Gen, w/attached gloves and Avon Class 2 seal, Top Entry; NFPA 1994 Class 1, Class 2, and NFPA 1992 Certified; **Available Colors: Dark Tan, Navy; Sizes: SM-5X, Short-XTall**			

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** kcrawford@safewareinc.com

Total Lines: 3

SUB-TOTAL:	6,997.20
TAX:	0.00
AMOUNT DUE:	**6,997.20**
	U.S. Dollars

AGENDA ITEM REQUEST FORM: G. 34.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Elaine Cardenas

Sponsor: Judge Becerra

Agenda Item:

Authorize payment to SHI Governmental Solutions in the amount of $5,094.00 for additional services needed for the implementation of the VistaSG software, where a purchase order was not obtained per the purchasing policy.
BECERRA/CARDENAS/HUNT

Summary:

On November 18, 2025, the Commissioners Court approved the County Clerk's Office to implement the VistaSG software, which allows the public the option to search and pay for digital documents. There were additional services needed for the implementation process, and the department did not request a change to the original purchase order to add these services, instead they requested that it to be closed.

Fiscal Impact:

Amount Requested: $5,094.00
Line Item Number: 101-617-10.5429

Budget Office:

Source of Funds: Records Mgmt and Archive Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No/Yes
Comments: requested PO be closed prior to all invoices being paid. SHI requires a PO in order to issue an invoice. The attached quote is inline with Omnia Partners: 2024056-02

Auditor's Office

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

SHI Quote

Pricing Proposal
Quotation #: 27292627
Created On: 3/17/2026
Valid Until: 3/31/2026

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	Analysis, Files Set Up, Validation Vista Solutions Group - Part#: NPN-VISTA-ANALY Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	6	$0.00	$169.80	$1,018.80
2	Develop Script and Prep File Image Merger Vista Solutions Group - Part#: NPN-VISTA-DEVEL Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	6	$0.00	$169.80	$1,018.80
3	Workstation Config Vista Solutions Group - Part#: NPN-VISTA-WORKS Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	10	$0.00	$169.80	$1,698.00
4	Quality Assurance Testing (QAT) & User Acceptance Testing (UAT) Vista Solutions Group - Part#: NPN-VISTA-QUALI Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Software, ESD	8	$0.00	$169.80	$1,358.40
				Total	$5,094.00

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

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. 35.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Aaron Jones

Sponsor: Commissioner Cohen

Agenda Item

Approve specifications for IFB 2026-B14 Firecracker and Main Street Traffic Signal and authorize the Purchasing Office to advertise and solicit bids. **COHEN/A.JONES/HUNT**

Summary

Construction project to install a traffic signal at Firecracker Drive and Main Street in Buda, Texas.

Attachments

DRAFT - IFB 2026-B14 - Solicitation

HAYS COUNTY

PROJECT CONSTRUCTION MANUAL

FOR
FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL

Bid No. IFB 2026-B14

Bid Date: August 24, 2026
Bid Time: 10:00 AM

Hays County, Texas
Purchasing Office
1901 Dutton Drive, Suite E
San Marcos, TX 78666

[SEAL]
[MONTH YEAR]

Commissioners Court Approval July 28, 2026
Go Live July 31, 2026

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CONTENTS **SECTION**

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Appendices

Appendix A – Quality Assurance Program for Construction Projects

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SECTION 1
INVITATION FOR BIDS (IFB)/RFP/RFQ SUBMITTAL CHECKLIST

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Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that MUST be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal to be considered responsive:

____ 1. Solicitation, Offer and Award Form
____ 2. Completed Bid Form
____ 3. Completed Schedule of Rates and Prices
____ 4. Vendor Reference Form
____ 5. Conflict of Interest Disclosure & Questionnaire
____ 6. Related Party Disclosure Form
____ 7. Any addenda applicable to this solicitation
____ 8. Bid Bond: 5% of total bid amount

Required Forms by Hays County:

____ 1. Code of Ethics
____ 2. HUB Practices
____ 3. House Bill 89 Verification
____ 4. Comptroller Divestment Statute Certification:
- 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 Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification
____ 6. Vendor/Bidder's Affirmation
____ 7. Federal Affirmations and Solicitation Acceptance
____ 8. System for Award Management (www.SAM.gov) 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, 1901 Dutton Dr., Suite E, 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, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

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SECTION 2
INVITATION FOR BIDS (IFD)

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PUBLIC NOTICE
HAYS COUNTY
INVITATION FOR BIDS (IFD)

Hays County will be accepting sealed Bids for:

IFB 2026-B14 FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL

Sealed Bids will be received by Hays County, through either hardcopy at the Purchasing Office, Hays County Government Center, 1901 Dutton Drive, Suite E, San Marcos, TX 78666 or electronically through https://www.bidnetdirect.com/texas/hayscounty (the BidNet Direct website) until 10:00 AM local time on Monday, August 24, 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 1901 Dutton Drive, Suite E 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: **Monday, August 24, 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 Wednesday, August 12, 2026 at 10:00 AM** Location: Hays County Purchasing Office 1901 Dutton Drive, Suite E, 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.

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Other Requirements:	To submit Proposals for this Contract, prospective bidder shall, on **Monday, August 24, 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:	100 working days
Optional Contract Terms:	None.
Designated Contact:	Hays County Purchasing Office Email: purchasing.bids@hayscountytx.gov
Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than **Thursday, August 13, 2026 at 5:00 PM, Central Time (CT)**. Telephone inquiries will not be accepted. Questions will be accepted in writing to purchasing.bids@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.

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Anticipated Schedule of Events

July 31, 2026	**Issuance of Invitation for Bids (IFB)**
August 12, 2026	**Pre-Bid In-person Meeting (10:00 AM, CT)**
August 13, 2026	**Deadline for Submission of Questions (5:00 PM, CT)**
August 24, 2026	**Deadline for Submission of Bids (10:00 AM, CT)** **Late bids will not be accepted**
September 2026	**Anticipated Contract Award Date**

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SECTION 3
BID INSTRUCTIONS / REQUIREMENTS

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BID INSTRUCTIONS / REQUIREMENTS

THE CONTRACT BID INSTRUCTION SHALL BE AS SET FORTH IN SECTION 13

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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 /
FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE
SYSTEM FOR AWARD MANAGEMENT PRINTOUT

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BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2026-B14 Firecracker and Main Street Traffic Signal

THIS BID IS SUBMITTED TO:

Electronically: Bid Packets can be submitted through BidNet Direct: www.bidnetdirect.com/hayscounty, 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
1901 Dutton Drive, Suite E
Suite 1012, San Marcos, TX 78666

Manually: Submit 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 Office
Attn: Stephanie Hunt
1901 Dutton Drive, Suite E
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 100 working days from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

DRAFT

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: _____

DRAFT

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 _____

DRAFT

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.)

DRAFT

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Drive, Suite E
San Marcos, Texas 78666

Solicitation No.: IFB 2026-B14 Firecracker and Main Street Traffic Signal	Date Issued: July 7, 2026

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 August24, 2026
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this IFB must be received in writing no later than 5:00 PM on August 13, 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

DRAFT

SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2026-B14 - FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **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	104 7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	126.00	SY		$ -
2	104 7017	REMOV CONC (CURB & GUTTER)	405.00	LF		$ -
3	110 7001	EXCAV (ROADWAY)	201.00	CY		$ -
4	247 7261	FL BS (RDWY DEL)(TY A GR 4)(FNL POS)	106.00	CY		$ -
5	310 7015	PRIME COAT (MULTI OPTION)	22.00	GAL		$ -
6	316 7071	ASPH (AC-15P, AC-20-5TR OR AC-20XP) (UNDERSEAL)	39.00	GAL		$ -
7	341 7001	D-GR HMA TY-B PG64-22	58.79	TON		$ -
8	341 7067	D-GR HMA TY-D SAC-B PG70-22 (EXEMPT)	35.04	TON		$ -
9	341 7082	TACK COAT	29.00	GAL		$ -
10	416 7044	DRILL SHAFT (TRF SIG POLE) (36 IN)	39.00	LF		$ -
11	416 7046	DRILL SHAFT (TRF SIG POLE) (48 IN)	22.00	LF		$ -

DRAFT

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-B14 - FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **CONTRACTOR:**

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
12	465 7147	INLET(COMPL)(PSL)(SFG)(4FTX4FT-4FTX4FT)	1	EA		$ -
13	500 7001	MOBILIZATION	1.00	LS		$ -
14	502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2.00	MO		$ -
15	506 7039	TEMP SEDMT CONT FENCE (INSTALL)	45.00	LF		$ -
16	506 7040	TEMP SDMT CONT FENCE (INLET PROTECTION)	20.00	LF		$ -
17	506 7041	TEMP SEDMT CONT FENCE (REMOVE)	65.00	LF		$ -
18	529 7009	CONC CURB & GUTTER (TY II)	490.00	LF		$ -
19	531 7001	CONC SIDEWALKS (4")	123.00	SY		$ -
20	531 7005	CURB RAMPS (TY 1)	4.00	EA		$ -
21	618 7054	CONDT (PVC) (SCH 80) (2")	110.00	LF		$ -
22	618 7055	CONDT (PVC) (SCH 80) (2") (BORE)	720.00	LF		$ -

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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-B14 - FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **CONTRACTOR:**

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
23	618 7060	CONDT (PVC) (SCH 80) (3")	145.00	LF		$ -
24	618 7064	CONDT (PVC) (SCH 80) (4")	20	LF		$ -
25	618 7065	CONDT (PVC) (SCH 80) (4") (BORE)	430	LF		$ -
26	620 7004	ELEC CONDR (NO.12) INSULATED	320	LF		$ -
27	620 7007	ELEC CONDR (NO.8) BARE	960	LF		$ -
28	620 7009	ELEC CONDR (NO.6) BARE	1242	LF		$ -
29	620 7010	ELEC CONDR (NO.6) INSULATED	56	LF		$ -
30	624 7008	GROUND BOX TY D (162922)W/APRON	5	EA		$ -
31	628 7008	ELC SRV TY D 120/240 060(NS)SS(E)PS(U)	1	EA		$ -
32	628 -S	TRIANGULAR SEDIMENT FILTER DIKE (INSTALL)	10	LF		$ -
33	628 -S	TRIANGULAR SEDIMENT FILTER DIKE (REMOVE)	10	LF		$ -

DRAFT

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-B14 - FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **CONTRACTOR:**

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
32	644 7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	1	EA		$ -
33	644 7073	REMOVE SM RD SN SUP&AM	4	EA		$ -
34	666 7002	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	250	SY		$ -
35	666 7005	REFL PAV MRK TY I (W) 4" (BRK) (090MIL)	40	SY		$ -
36	666 7023	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	480	LF		$ -
37	666 7035	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	237	LF		$ -
38	666 7041	REFL PAV MRK TY I (W)(ARROW)(090MIL)	3	EA		$ -
39	666 7044	REFL PAV MRK TY I(W)(DBL ARROW)(090MIL)	2	EA		$ -
40	666 7065	REFL PAV MRK TY I (W)(WORD)(090MIL)	3	EA		$ -
41	666 7107	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	1280	LF		$ -
42	677 7001	ELIM EXT PM & MRKS (4")	1610	LF		$ -

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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-B14 - FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **CONTRACTOR:**

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
43	677 7004	ELIM EXT PM & MRKS (8")	320	LF		$ -
44	677 7006	ELIM EXT PM & MRKS (12")	80	LF		$ -
45	677 7008	ELIM EXT PM & MRKS (24")	90	LF		$ -
46	677 7009	ELIM EXT PM & MRKS (ARROW)	3	EA		$ -
47	677 7010	ELIM EXT PM & MRKS (DBL ARROW)	2	EA		$ -
48	677 7015	ELIM EXT PM & MRKS (WORD)	2	EA		$ -
49	680 7002	INSTALL HWY TRF SIG (ISOLATED)	1	EA		$ -
50	680 *	INSTALL LUMINAIRE HEAD LED (250 W EQUIVALENT)	4	EA		$ -
51	680 *	ALUMINUM SIGNS	10	EA		$ -
52	680 *	PED PUSH BUTTON SIGNS	4	EA		$ -
53	680 *	WIND DAMPER	4	EA		$ -

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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-B14 - FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **CONTRACTOR:**

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
54	682 7001	VEH SIG SEC (12")LED(GRN)	8	EA		$ -
55	682 7002	VEH SIG SEC (12")LED(GRN ARW)	4	EA		$ -
56	682 7003	VEH SIG SEC (12")LED(YEL)	8	EA		$ -
57	682 7004	VEH SIG SEC (12")LED(YEL ARW)	4	EA		$ -
58	682 7005	VEH SIG SEC (12")LED(RED)	8	EA		$ -
59	682 7006	VEH SIG SEC (12")LED(RED ARW)	2	EA		$ -
60	682 7018	PED SIG SEC (LED)(COUNTDOWN)	4	EA		$ -
62	682 7042	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	6	EA		$ -
63	682 7043	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	4	EA		$ -
64	684 7031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1285	LF		$ -
65	684 7033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	860	LF		$ -

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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-B14 - FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **CONTRACTOR:**

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
66	684 7082	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	600	LF		$ -
67	686 7043	INS TRF SIG PL AM(S)1 ARM(40')LUM	2	EA		$ -
68	686 7051	INS TRF SIG PL AM(S)1 ARM(48')LUM	1	EA		$ -
67	686 7063	INS TRF SIG PL AM(S)1 ARM(60')LUM	1	EA		$ -
68	687 7001	PED POLE ASSEMBLY	2	EA		$ -
69	688 7001	PED DETECT PUSH BUTTON (APS)	4	EA		$ -
70	688 7003	PED DETECTOR CONTROLLER UNIT	1	EA		$ -
72	6006 7001	VIVDS PROSR SYS	1	EA		$ -
73	6006 7007	VIVDS CABLING	811	LF		$ -
74	6007 7001	BBU SYSTEM(EXTERNAL BATTERY CABINET)	1	EA		$ -

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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-B14 – FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **CONTRACTOR:**

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID

TOTAL AMOUNT OF BID

DOLLARS AND NINETY-FIVE CENTS $ –

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: _____

Refer to the Technical Specifications section for a description of the specific reference number.

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SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2026-B14 – FIRECRACKER AND MAIN STREET TRAFFIC SIGNAL **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
Addendum No. 4:						

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Refer to the Technical Specifications section for a description of the specific reference number.

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.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

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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.

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.

DRAFT

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:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

DRAFT

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

DRAFT

Comptroller Divestment Statute Certification

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

DRAFT

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

(only complete if an exclusion applies)

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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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

(only complete if an exclusion applies)

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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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 complete 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

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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: _____

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Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this 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 this 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 Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

I have reviewed the Hays County Tax Assessor-Collector Property Search website for the name and address provided on the solicitation, Offer, and Award form and

☐ no properties were identified; or

☐ the above listed properties were identified and do not currently owe any taxes; or

☐ the above listed properties were identified and currently owe taxes.

_____ _____
Signature Date

_____ _____
Printed Name Title

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Federal Affirmations and Solicitation Acceptance

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. 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."

5. Wages

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Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. 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 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate 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.

6. 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.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, 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.

8. 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 affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. 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. 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.

10. 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.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. 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 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. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. 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.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. 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.

15. Domestic Preference for Procurements (§ 200.322)

(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.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

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 & 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.

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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.

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SECTION 5
STANDARD FORM OF CONTRACT

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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-B14 – Firecracker and Main Street Traffic Signal

Article 2. Engineer of Record

The Project has been designed by WSB, LLC, 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 100 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:

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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.

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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.

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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.

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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.

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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.

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This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract).

COUNTY_____

By:_____
Ruben Becerra,
Hays County Judge

Attest_____

CONTRACTOR_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest_____

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SECTION 6
WAGE RATES

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"General Decision Number: TX20260007 01/02/2026

Superseded General Decision Number: TX20250007

State: Texas

Construction Type: Heavy

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) Construction Projects

Modification Number	Publication Date
0	01/02/2026

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	

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Concrete Pavement
Finishing Machine.....$ 15.48
Crane, Hydraulic 80 tons
or less.....$ 18.36
Crane, Lattice Boom 80
tons or less.....$ 15.87
Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

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WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

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determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

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year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

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by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

SECTION 7
PERFORMANCE BOND

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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.

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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.

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SECTION 8
PAYMENT BOND

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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.

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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)

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SECTION 9
CERTIFICATE OF INSURANCE

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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:_____

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SECTION 10
GENERAL CONDITIONS

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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

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SECTION 11
SPECIAL CONDITIONS

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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
1901 Dutton Dr, Suite E	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

GAVER, LLC 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

WSB, LLC. 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

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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

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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;

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(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

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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-HC04 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.

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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

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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.

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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.

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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.

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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

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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

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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

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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.

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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

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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

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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

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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

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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.

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SECTION 12
GENERAL NOTES

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Project Number: IFB 2026-014
County: Hays **Control:** N/A
Highway: Firecracker and Main Street Traffic Signal

GENERAL NOTES: Version: October 09, 2025

Item	Description	**Rate
**204	**Sprinkling**	
	(Dust)	30 GAL/CY
	(Item 132)	30 GAL/CY
	(Item 247)	30 GAL/CY
**210	**Rolling (Flat Wheel)**	
	(Item 247)	1 HR/200 TON
	(Item 316)	1 HR/6000 SY
**210	**Rolling (Tamping and Heavy Tamping)**	1 HR/200 CY
**210	**Rolling (Lt Pneumatic Tire)**	
	(Item 132)	1 HR/500 CY
	(Item 247)	1 HR/200 TON
	(Item 316 - Seal Coat)	1 HR/6000 SY
	(Item 316 - Two Course)	1 HR/3000 SY
247	**Flexible Base (CMP IN PLC)**	132 LB/CF
310	**Prime Coat**	0.20 GAL/SY
214	**Emulsified Asphalt Treatment (SS-1 or MS-2)**	0.30 GAL/SY
316	**Underseals Asphalts (Multi Option)**	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

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GENERAL
Contractor questions on this project are to be addressed to the following individual(s): Hays County Purchasing purchasing.bids@hayscountytx.gov

Bid information, including plans, specifications and bidding documents, is available through the following 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.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the County and its representatives.

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.

Precast Alternate Proposals.

A precast concrete alternate may be submitted in accordance with the latest version of the *Bridge Design Manual – LRFD*. The Contractor must submit the alternate design for review and approval. Acceptance or denial of an alternate is at the sole discretion of the Engineer. All alternate designs must be signed and sealed by a Professional Engineer. 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 Engineer. Impacts to the project schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

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Phase 1 submit an official request to TxDOT PM with a summary of proposed locations, max depth of placement for each location, cover depth, and pipe diameters. TxDOT 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 which can be found online at, https://www.txdot.gov/business/resources/highway/bridge/shop-drawing-submittal-cycle.html.

Pre-approved producers can be found online at, https://www.txdot.gov/business/resources/materials/material-producer-list.html.

Use the following contact list for all submittals: Name: E

mail: GARVER, LLC.

Cooperating with Joint Bid Utilities.

The Engineer will designate a utility inspector at the pre-construction meeting. Attend a utility preconstruction meeting with the utility owner. All designated safety points of contact, including traffic control, shall be present at the utility preconstruction meeting.

Utility contractors must provide, for information purposes only unless stated otherwise, the following information 60 calendar days prior to beginning utility work:

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- If available, a copy of the contractor's safety handbook.
- Designate a safety point of contact with OSHA 30-hour certification card.
- Designate and provide written summary of qualifications for an excavation safety point of contact meeting requirements for a trench and excavation competent person per OSHA, https://www.osha.gov/etools/construction/trenching/competent-person
- Temporary special shoring design in accordance with Item 403 for excavations 5ft. or greater in depth, including bore pits (Department reserves the right to reject designs).
- Trench excavation protection plans, bearing the seal of a licensed professional engineer, in accordance with Item 402.

All durations exclude utility owner holidays.

Provide a complete package of information for all resubmittals. Submit each item and individual components of that item under separate cover.

Prior to submitting a RFI, meet and discuss with TxDOT and the utility inspector. Include a proposed solution, existing and proposed line elevations, and redline of proposed changes with the RFI. Make note of adjacent utilities in the RFI if it includes relocation of a line. Submit RFIs via email to TxDOT and the utility inspector.

Complete pre-testing and have the utility inspector verify prior to formal testing and inspection. Submit email to TxDOT and the utility inspector requesting a formal test and inspection 14 calendar days before the test date. Pay retest fees directly to utility owner at current rates.

Submit an email to the utility inspector identifying the lines, manholes, valves, location, and date of shut offs or limited service 20 calendar days before for all lines. Submit an email 60 calendar days before for water lines 16 in. or greater or electrical transmission lines. The utility owner will conduct a test shut off before actual shut off. Do not shut off power or water lines 16 in. or greater during peak season between May 1 and September 30. Provide a verbal notification 7calendar days and written notification 72 hours before impact to service to all customers.

Austin Energy (AE) work must be performed by a qualified electrical contractor using qualified material producer. If the plans do not provide a list, the bidder must contact AE to obtain a list of qualified contractors and producers. Contractor will execute an agreement directly with Austin Energy to work on their system. Bidder may request a draft copy of this agreement prior to bidding. Added cost for insurance related to this AE agreement will be reimbursed at invoice amount from carrier with only 1 percent markup.

Removal of trees and brush within 15 feet of proposed power lines is required and

subsidiary. AE Qualified Contractors and Producers:

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Notify the utility owner and TxDOT 60 calendar days prior to completion of electrical, communication or data infrastructure. Coordinate with the utility owner to schedule required utility owner work to complete their portion of utility installation. Allow 90 calendar day duration for the utility owner to complete their portion of the work. If the utility work requires multiple owners to adjust upon completion of the work, allow separate and sequential 90 calendars day duration for each utility owner.

Provide an electronic pdf of as-builts within 28 calendar days of a line becoming active. Include GPS coordinates of items not installed per original plans including meters, manholes, valves, bends, and fire hydrant locations in the as-builts. Include limits of encasements such as steel and flowable fill. Include final version of RFI's and revised plan sheets.

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.

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.

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.

Illumination Exterior/Outdoor assemblies for PSL and Field Office

Illumination must use TxDOT 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 P to 5 A, 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 104 – REMOVING CONCRETE

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.

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ITEM 110 – EXCAVATION

The Engineer will define unsuitable material.

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%.

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.

Flex base may use ordinary compaction. Proof rolling of the base is required and subsidiary.

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. MC 30 is not allowed in Travis County.

Rolling to ensure penetration is required.

ITEM 316 – SEAL COAT

Ensure that all underseals are covered by HMACP before exposing to traffic for roadways listed in Table 1 of Item 502 or ADT greater than 5,000.

Aggregates (Multi Option) for seal coats not exposed to traffic and underseals shall be Type E, PA, PB, A or B. The Grade shall range between 4 and 5.

Furnish medium pneumatic-tire rollers in accordance with Item 210.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

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Remove and dispose of off the ROW the audible/profile markings, reflectorized markings, and raised markers. Blade pavement edges to remove vegetation. Any areas with excessive asphalt or aggregate will be removed. Continue sweeping excess aggregate off the roadway, riprap, and shoulder up to two weeks after completing the work. This work is subsidiary.

When a new layer of HMA is placed under a seal coat surface, provide a ride quality on the top layer of HMA in accordance with Item 247 before placement of the seal coat surface. This work is subsidiary.

ITEM 341 - 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.

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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 Engineer 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 416 - DRILLED SHAFT FOUNDATIONS

Stake all Foundations, for approval, before beginning drilling operations.

Calculate the vertical signal head clearance before placing any signal pole foundation.

For mast-arm signal and strain pole anchor bolts, set two in tension and two in compression. Obtain approval of placement prior to placing concrete.

Remove spoils from a flood plain at the end of each workday.

ITEM 465 – JUNCTION BOXES, MANHOLES, AND INLETS

Maintain drainage at curb inlets until the final roadway surface is placed.

For inlets not placed in roadway, construct cast-in-place reinforced concrete apron as shown in the standards. This work is subsidiary.

Backfill shall use cohesionless material per Item 400 or flowable fill if width between structure and extent of excavation is 2 ft. or less. This is subsidiary.

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ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 8 P to 6 A.

One-way traffic control, including work performed under Item 510, must be set up to provide a maximum of 20 minutes of delay to the traveling public.

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify current and future traffic control, if at any time the queue becomes greater than 20 minutes.

Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

If SWP3 plan sheets are not provided, place the control measures as directed.

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.

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

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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 529 & 531 – 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.

Sidewalk cross slope must not exceed 1.5%.

If roots are encountered verify with the Engineer 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.

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ITEM 618 - CONDUIT

Shift the locations of conduit and ground boxes to accommodate field conditions. Install conduit not exceeding 2 feet in any direction from a straight line. Install conduit at a minimum depth of 2 ft. below finished grade. Installation of the conduit by jacking or boring method will be at a depth of at least 1 ft. below bottom of subgrade.

Install a high tension, non-metallic pull rope in all empty conduit runs. This work is subsidiary. Use a coring device, not a hammer drill, when drilling holes through concrete structures.

Structurally mounted junction boxes will be as shown on the plans. When used for traffic signal installations, these boxes will be 12" x 12" x 8". This work is subsidiary.

For underground conduit, smooth wall schedule 40 equivalent HDPE can be substituted for schedule 40 PVC. Minimum distance between HDPE joints will be 200 ft. HDPE must transition to RMC/PVC per ED (11)-14.

For SCH 80 bore conduits, a schedule 40 equivalent HDPE carrier pipe of adequate size to carry the proposed conduits can be used as substitute.

When using existing conduit, ensure that all conduits have bushings and cleaned of dirt, mud, grease, and other debris. Re-strap existing or relocated conduit per the latest specification. This work is subsidiary.

Abandoned underground conduit must have all conductors removed. This work is subsidiary.

Stakes or other physical method shall be installed to hold down conduit prior to placement of concrete/flow fill encasement.

For conduit mounted to bridges in hangers, fiberglass can be substituted for RMC. Furnish and install per 2014 Special Specification 6390 or the 2024 specification when available.

ITEM 620 - ELECTRICAL CONDUCTORS

Provide 10-amp time delay fuses.

For Flashing Beacons (Item 685) and Pedestal Poles (Item 687), provide single-pole breakaway disconnects.

Install a minimum size 8 AWG equipment grounding conductor (EGC) in all conduits including loop detectors and traffic signal cables. Payment and the size of the EGC will be in accordance with standard ED (3)-14 note 12.

Permanently mark “Illumination” on the luminaire conductors installed inside a traffic signal pole. Make the marks easily visible from the hand hole.

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ITEM 624 – GROUND BOXES

Aggregate for fill under the box will be crushed, have a maximum size of 2 in., minimum size of ½ in., and requirements per Item 302 are waived.

ITEM 628 – ELECTRICAL SERVICES

Contact the utility company upon execution of contract and prior to the pre-construction meeting to make arrangements for all work and materials provided by the utility company. Contact AUS_Auditors@txdot.gov for account approval and information. Accounts shall be placed in the name of TxDOT.

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.

Contact https://lonestarlogos.com/contact/ to request removal of lone star logo signs (business directional signs typically blue background with white letters or logo). If lone star logo is unable to remove in a timely manner, remove and store signs for lone star logo pick up. This work is subsidiary.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the Engineer 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.

Place longitudinal markings nightly for IH 35 main lanes or roadways with AADT greater than 100,000. Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor's option. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of longitudinal markings.

Place longitudinal markings no later than 7 calendar days after placement of the surface for roadways with AADT greater than 20,000.

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

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large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Dispose of removed materials and debris at locations off the right of way.

Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.

Remove pavement markings on concrete surfaces by a blasting method. Flail milling will be allowed when total quantity of removal on concrete surfaces is less than 1000 ft.

Strip seal is only method allowed on seal coat surface unless project includes placement of a new surface. If total quantity of removal on a seal coat surface is less than 2000 ft., elimination using a pavement marking is allowed if a test section is approved by the Engineer. Test section shall demonstrate the thermo marking color matches the existing pavement color.

Remove pavement markings outside the limits of the new surface by a blasting method.

Use a TRAIL or a non-retroreflective paint to cover stripe remnants that remain after elimination.

The test requirements for these materials are waived. The paint color shall be adjusted to resemble the existing pavement color. Installation and maintenance is subsidiary.

ITEM 680 - HIGHWAY TRAFFIC SIGNALS

For traffic signal head installation use Austin District MAD-14 detail.

Testing is required for all traffic signal cabinets including when the plans specify a signal cabinet to be used as an overhead flashing beacon cabinet.

Luminaire arms shall be aligned with the signal head support. If multiple signal head supports, the luminaire arm shall be aligned with the support over the higher volume roadway.

All signal head housing components must be aluminum. Polycarbonate is not permitted.

Illumination assemblies must be 250W EQ LED unless shown on the plans. Illumination assemblies used for roadways listed in Item 610 Table Dark Sky must have a color temperature less than 3000k. Test in accordance with Item 616. This work is subsidiary.

Furnish all materials and install signs mounted on the traffic signal wire, traffic signal poles, mast arms, and pedestal pole assemblies. Remove all conflicting signs and sign foundations when signal is placed into operation. This work is subsidiary.

Use a Vulcan swinger sign mounting bracket or equivalent for all signs mounted on span wires.

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Upon removal of existing signal, illumination, and ITS components, contact the signal shop to deliver materials to the Austin District Headquarters located at 7901 North IH 35, 78753. If signal shop declines receipt of material, Contractor will be responsible for disposal.

All signal poles/arms will be stripped of heads, signs, brackets, wire, and banding and must include all hardware including nuts and bolts. Contact signal shop 48 hours before delivery. Deliveries are only accepted Monday thru Thursday between 6:30am and 5:00pm. The Contractor must supply equipment to unload poles/arms at the TxDOT facility.

For city operated signals, the city may assist in determining how the detector loop lead-in cables are to be connected, and will also program the controller for operation, the video detection, hook up the conflict monitor, detector units and other equipment, and turn on the controller.

If shown on the plans, install the Emergency Response Detection equipment supplied by the City.

ITEM 682 – VEHICLE AND PEDESTRIAN SIGNAL HEADS

Install signal head attachments so the wiring to each passes from the signal pole through the attachment hardware to the signal head. Use UV rated tie wraps.

Traffic signal heads will be aluminum unless otherwise shown on the plans. Back plates will be black aluminum with reflective borders.

Provide louvers, which have five vanes with a black finish on inside surfaces when required.

Fasten a hardware cloth screen, securely, with ⅝" or smaller mesh size to the front face of each louver to prevent bird nesting.

Use the four-point mounting system (TY A) for signal heads, except in cases of skewed or vertical heads when (TY B) will be used.

ITEM 684 – TRAFFIC SIGNAL CABLES

For Type A cables, cables meeting the requirements of IMSA 19-1 can be substituted for IMSA 20-1. For all types of cables, an increase of one size larger wire diameter and thickness can be substituted for plan size without additional cost to the Department. For example, 12 AWG can be substituted for 14 AWG.

For each cable run, coil an extra 2 ft. of cable in each steel pole and 5 ft. in the controller cabinet. Provide a separate multi-conductor signal cable (14 AWG) inside pedestal poles and mast-arm signal poles from the terminal strip to each signal head as shown on the plans.

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ITEM 686 - TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)

Provide and install damping plates on all mast arms 40 ft. or greater. For mast arms less than 40 ft., refer to SMA and DMA vibration notes for guidance. This work is subsidiary.

When luminaires are installed on mast arm poles, install a separate terminal strip in the signal pole access compartment. Provide a 10-amp time-delay fuse for traffic signal poles with luminaires.

ITEM 687 – PEDESTAL POLE ASSEMBLIES

Verify the required pole height prior to ordering material.

ITEM 688 - PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS

Test all loops in accordance with the FHWA loop detector handbook.

Install vehicle loops prior to placement of roadway surface.

For work within the city limits of Austin, notify COA (512) 974-4099 and TxDOT 21 days prior to loop installation. Install quadrapole layout for presence detectors within city limits of Austin.

For replacement of existing loops, replacement of damaged or missing conduit from the vehicle loop detector to the ground box will be measured and paid by overrun of loop detector bid item.

Removal of damaged ground boxes at end of lead in cable is subsidiary to the new ground box. Test period for the pedestrian detectors shall be in accordance with item 680.3.1.8.

Pedestrian push buttons will be mounted at 42 in. above the walking surface and have permanent type signs within the detector unit (9 in. x 12 in. sign and push button station on signal poles and 5 in. x 7 in. sign and push button station on pedestrian poles), which explains their purpose and indicates which crosswalk signal is actuated. Provide speech walk message as shown in the plans or per Engineer.

ITEM 6006 - VIDEO IMAGING VEHICLE DETECTION SYSTEM (VIVDS)

Install the VIVDS cameras onto the mast arms with the attachment mechanisms provided with the camera system. Install the VIVDS detection zones as directed. Have qualified personnel on site at the time of the signal turn-on to assist with the installation of detection zones. If the camera locations shown in the plans do not allow for proper sight of the proposed detection zones, relocate the cameras as needed and as directed. Place the traffic signal cable (TY A) (3-conductor) (16 AWG) in continuous and separate runs from each VIVDS camera to the controller. This work is subsidiary.

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Aim and adjust the cameras, install the cables and VIVDS cards into the controller cabinet and complete any other necessary work to bring the traffic signal into operation.

Provide a Video Processor System (VPS) that can provide up to thirty-two detector outputs to the controller from up to eight camera/video processor units (C/VPU). Route the detector outputs through the Bus Interface Unit (BIU) or approved product, which replaces the functions of the BIU. Field of view for each C/VPU will provide a minimum of thirty-two virtual detection zones for vehicle detection.

Install all cables necessary to provide complete VIVDS operation. Provide a minimum of 10 cables to direct connect the notebook to the VIVDS port.

Phase red and green load switch outputs from up to sixteen phases of a NEMA TS2 Type 2 controller will be provided as inputs to the VPU for use with internal detector extend/delay timing functions. The C/VPU will be able to condition the detector outputs and detection zones based on the state of the associated phase number and color.

The serial communication port on the front of the VPU will be a DB-9 RS-232 connector. Supply a package that will operate with Windows XP and NT and provide the functionality defined in both sections 7.0 and 8.0 in both a direct connect and remote communications mode. The software resident in the VPU and the personal computer will be capable of transmitting and receiving all information needed for zone set up, monitoring vehicle detection by viewing flashing detection zone overlays, and uploading/downloading and interrogating all stored data within the VPU. Remote communications with the VCU will be possible with the addition of external communication devices (modem, Codec, etc.) using the RS-232 and video output ports on the front of the VPU.

The VPU operational software will be stored internally in flash memory and be capable of being updated without the removal and replacement of memory devices.

All surge protection will be din rail mounted.

ITEM 6006 - VIDEO IMAGING VEHICLE DETECTION SYSTEM

Required Items:

Spec. Item	Description	Not Required	Required	State Supplied
2.6	REMOTE COMMUNICATIONS LINK		**X**	
5.0	VIVDS PROCESSOR UNIT		**1**	
6.0	CAMERA ASSEMBLY		**X**	

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7.0	FIELD COMMUNICATION LINK		
	6 Twisted-Pair Cable / 18 AWG	**X**	
	Coaxial Cable w/Three (3) 16 AWG CNDRS		**X**
	Fiber Optic Cable	**X**	
8.0	VIVDS SET-UP SYSTEM		
	Field PC	**X**	
	Field Software for District Shop laptops		**X**
	Field Video Monitor /Ea. Inter.		**X**
9.0	TEMPORARY USE AND RETESTING	**X**	
10.0	OPERATION FROM CENTRAL CONTROLLER		
	Workstation Computer & Peripherals	**X**	
	Central Control Software		**X**
11.0	INSTALLATION AND TRAINING		
	Eight (8) Hours		**X**
	Sixteen (16) Hours	**X**	

ITEM 680 - HIGHWAY TRAFFIC SIGNALS

The list of material below is for the Contractor's information only and is subsidiary. It is the responsibility of the Contractor to verify all items and quantities listed below.

DESCRIPTION	UNIT	QUANTITY
40 FT TIMBER POLE (CLASS 2)	EA	X
8 FT LUMINAIRE ARM	EA	X
CABLE STRAPS	EA	X
⅜" ZINC-COATED STRANDED STEEL CABLE	LF	X
¼" ZINC-COATED STRANDED STEEL CABLE	LF	X
GROUND ANCHORS	EA	X
YELLOW PLASTIC GUY GUARD	EA	X

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DOUBLE EYE ANCHOR ROD	EA	X
⅝" X 8' COPPERCLAD GROUND ROD W/CLAMP	EA	X
1 INCH RM CONDUIT (PHONE LINE)	LF	X
1½" WEATHERHEAD	EA	X
2 INCH WEATHERHEAD	EA	X
3 INCH WEATHERHEAD	EA	X
250W HPS LUMINAIRE	EA	X
8 PHASE NEMA CONTROLLER COMPLETE W/ CABINET AND ACCESSORIES	EA	X
ON-STREET ARTERIAL MASTER CONTROLLER UNIT	EA	X
2-CHANNEL DETECTOR CARDS	EA	X
INSTALL OPTICOM EQUIPMENT (INTERSECTION)	LS	X
INTERSECTION DISPLAY BOARD	EA	X
DIAL-UP COMMUNICATIONS MODEM/PHONE LINE	EA	X
REGULATORY SIGN PANEL (R10-12, ETC)	EA	X
SINGLE STREET NAME SIGN PANEL	EA	X
DUAL STREET NAME SIGN PANEL	EA	X
REMOVE EXISTING STOP SIGN PANEL	EA	X
CONCRETE PAD (8' X 9' X 6", Class B)	SF	72

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SECTION 13
TECHNICAL SPECIFICATIONS

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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 104	REMOVING CONCRETE
ITEM 110	EXCAVATION (132)
ITEM 247	FLEXIBLE BASE (105)(204)(210)(216)(520)
ITEM 310	PRIME COAT (300)(316)
ITEM 316	SURFACE TREATMENTS (210)(300)(302)
ITEM 341	DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320)(520)(585)
ITEM 416	DRILLED SHAFT FOUNDARTIONS(009)(405)(420)(421)(423)(440)(448)
ITEM 465	JUNCTION BOXES, MANHOLES, AND INLETS(400)(420)(421)(440)(471)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING (503)(505)(510)
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360)(420)(421)(440)
ITEM 531	SIDEWALKS (104)(360)(420)(421)(440)(530)
ITEM 618	CONDUIT (009)(400)(476)
ITEM 620	ELECTRICAL CONDUCTORS (009)(610)(628)
ITEM 624	GROUND BOXES (420)(421)(432)(440)(618)(620)
ITEM 628	ELECTRICAL SERVICES (441)(445)(449)(618)(620)(627)(656)
ITEM 644	SMALL ROADSIDE SIGN ASSEMBLIES (421)(440)(441)(442)(445)(636)(643)(656)
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS (316)(502)(662)(677)(678)
ITEM 677	ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (009)(300)(302)(316)
ITEM 680	HIGHWAY TRAFFIC SIGNALS (416)(610)(618)(624)(625)(627)(628)(636)(656)(682)(684)(686)(688)
ITEM 682	VEHICLE AND PEDESTRIAN SIGNAL HEADS
ITEM 684	TRAFFIC SIGNAL CABLES (009)
ITEM 686	TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (416)(421)(441)(442)(445)(449)
ITEM 687	PEDESTAL POLE ASSEMBLIES (445)(449)(656)(682)
ITEM 688	PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (009)(618)(624)(682)(684)

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED

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ON THE FOLLOWING PAGES.

ITEM 6006 ELECTRONIC COMPONENTS
ITEM 6007 INTELLIGENT TRANSPORTATION SYSTEM (ITS) FIBER OPTIC CABLE

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION 000	000-HC04 SCHEDULE OF LIQUIDATED DAMAGES
SPECIAL PROVISION TO ITEM 001	001-HC01L ABBREVIATIONS AND DEFINITIONS
SPECIAL PROVISION TO ITEM 002	002-HC01L INSTRUCTIONS TO BIDDERS
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-HC01L 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

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.

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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.
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 Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

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IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
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
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
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
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
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.

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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 bid documents developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.

3.5. **Deductive Alternate.** A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.

3.6. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.7. **Affiliates**. Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.

3.8. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.9. **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.

3.10. **Anticipated Profit**. Profit for work not performed.

3.11. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.12. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.13. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.14. **Notice of 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. **Base Bid**. The total bid amount without additive alternates.

3.16. **Bid**. The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.

3.17. **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.

3.18. **Bid Documents.** The complete set of documents necessary for a Bidder to submit a bid. The documents may include plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, and construction specifications.

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3.19. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the bid documents.

3.20. **Bid Form.** The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.

3.21. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.22. **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.

3.23. **Bridge**. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having 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.

3.24. **Brush Blasting**. Sweeping lightly with an abrasive blast to remove loose material.

3.25. **Building Contract**. A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.

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. **Concrete Construction Joint**. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.29. **Concrete Repair Manual**. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.30. **ConcreteWorks©**. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.31. **Construction Contract**. A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the transportation system.

3.32. **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.

3.33. **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.

3.34. **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, addendums, and supplemental agreements.

3.35. **Contract Time**. The number of days specified for completion of the work, including authorized additional working days.

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3.36. **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.

3.37. **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.

3.38. **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.

3.39. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.40. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.41. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")

3.42. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.43. **Daily Road-User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.44. **Date of Written Authorization**. Date of the written Notice to Proceed authorizing the Contractor to begin work.

3.45. **Debar (Debarment)**. Action taken by the Owner, State, 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 local, state, or federal law.

3.46. **Detour**. A temporary traffic route around a closed portion of a road.

3.47. **Department**. When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.

3.48. **Departmental Material Specifications**. Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.

3.49. **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.

3.50. **Disadvantaged Business Enterprise**. A 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 is 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.

3.51. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.52. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.53. **Engineer**. The Professional Engineer licensed in Texas who represents the interests of the Owner.

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3.54. **Entity.** Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Owner**.

3.55. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.56. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent'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.

3.57. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.58. **Freeway**. An expressway with full control of access.

3.59. **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).

3.60. **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.

3.61. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.62. **Highway, Street, or Road**. General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.

3.63. **Historically Underutilized Business**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, 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.

3.64. **Incentive/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/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.65. **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 or the Owner's representative and are not used for acceptance purposes.

3.66. **Inspector**. The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.

3.67. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

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3.68. **Intersection**. The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.

3.69. **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.

3.70. **Joint Venture**. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.

3.71. **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.

3.72. **Letting**. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.73. **Letting Official**. The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.74. **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.

3.75. **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.

3.76. **Local Street or Road**. A street or road primarily for access to residence, business, or other abutting property.

3.77. **Low-Pressure Water Blasting**. Water blasting with pressures between 3,000 and 5,000 psi.

3.78. **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.

3.79. **Material Producer List**. TxDOT-maintained list of approved products. Referenced as “Department’s MPL”.

3.80. **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.

3.81. **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.

3.82. **Median**. The portion of a divided highway separating the traffic lanes in opposite directions.

3.83. **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.

3.84. **Monolithic Concrete Placement**. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.85. **National Holidays**. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.

3.86. **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.

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3.87. **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.

3.88. **Nonresponsive Bid**. A bid that does not meet the criteria for acceptance contained in the bid documents.

3.89. **Non-Site-Specific Contracts**. Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.

3.90. **Notice to Proceed,** Written notification to the Contractor authorizing work to begin.

3.91. **Notification**. Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.

3.92. **Owner,** Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Entity**.

3.93. **Pavement**. That part of the roadway having a constructed surface for the use of vehicular traffic.

3.94. **Pavement Structure**. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.94.1. **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.

3.94.2. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.94.3. **Subgrade**. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.94.4. **Subgrade Treatment**. Modifying or stabilizing material in the subgrade.

3.95. **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.

3.96. **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.

3.97. **Plans**. The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.

3.98. **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.

3.99. Qualification. The process for determining a Contractor's eligibility to be awarded a construction contract

3.100. **Prequalification**. The process for determining a Contractor's eligibility to bid work.

3.101. **Prequalification Statement**. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.102. **Prequalified Contractor.** A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.

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3.103. **Post Qualfication**. The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.

3.104. **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.

3.105. **Proposal Guaranty**. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.106. **Quality Assurance**. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.107. **Quality Control**. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.108. **Ramp**. A section of highway for the primary purpose of making connections with other highways.

3.109. **Referee Tests**. Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners.

3.110. **Regular Item**. A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.

3.111. **Rental Rate Blue Book for Construction Equipment**. Publication containing equipment rental rates.

3.112. **Replacement Alternate**. A bid item identified on the bid documents that a Bidder may substitute for a specific regular item of work.

3.113. **Responsive Bid**. A bid that meets all requirements of the advertisement and the bid documents for acceptance.

3.114. **Right of Way**. A general term denoting land or property devoted to transportation purposes.

3.115. **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 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.

3.116. **Road Master**. A railroad maintenance official in charge of a division of railway.

3.117. **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.

3.118. **Roadway**. The portion of the highway (including shoulders) used by the traveling public.

3.119. **Sandblasting, Dry**. Spraying blasts of pressurized air combined with sand.

3.120. **Sandblasting, Wet**. Spraying blasts of pressurized water combined with sand.

3.121. **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.

3.122. **Shot Blasting**. Spraying blasts of pressurized air combined with metal shot.

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3.123. **Sidewalk**. Portion of the right of way constructed exclusively for pedestrian use.

3.124. **Slurry Blasting**. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.125. **Special Provisions**. Additions or revisions to these standard specifications or special specifications.

3.126. **Special Specifications**. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.127. **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, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."

3.128. **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 years.

3.129. **State**. The State of Texas.

3.130. **State Holiday**. A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.

3.131. **Station**. A unit of measurement consisting of 100 horizontal feet.

3.132. **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.

3.133. **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, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.134. **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.

3.135. **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.

3.136. **Superintendent**. The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.

3.137. **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.

3.138. **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 party to another or other cases as desired by the Owner.

3.139. **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.

3.140. **Surplus Materials**. Any debris or material related to the Contract but not incorporated into the work.

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3.141. **Suspension**. Action taken by the Owner, State, 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 contract

3.142. **Tex –XXX-X**. TxDOT material test methods found on TxDOT's Construction Division Web Site.

3.143. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.144. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.145. **Truck Owner-Operator**. An individual who owns and operates 1 truck for hire.

3.146. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.147. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.148. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.149. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.150. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.151. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.152. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive/air stream at the nozzle.

3.153. **Wholly-Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.154. **Work**. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.

3.155. **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 e-mail 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 mailing address will not be considered a failure to provide written notice.

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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

Bidders on this project must be prequalified though TxDOT. Refer to TxDOT's web site for prequalification requirements. Assure prequalification documents are submitted to TxDOT at least 14 days before bid opening. Comply with all technical prequalification requirements in the bid documents.

3. ISSUING BID DOCUMENTS

Bid Documents may be obtained at from the websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Owner.

The Owner will not issue bid documents if one or more of the following apply:

- the Bidder is prohibited from rebidding a specific project due to a bid error on the original bid documents,
- 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 for convenience, or
- 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.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents 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 use of the Owner in the preparation of 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

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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 in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of documents at least five(5) days prior to the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive 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.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the bid form submitted had the incorrect number of items, or
- all addenda were not acknowledged,
- items missing from Section 1 IFB Checklist.

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 bid was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates.
- The Bidder failed to acknowledge receipt of all addenda issued.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid 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 bid documents.
- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not attend a specified mandatory pre-bid conference.
- The Bidder did not meet the requirements of the technical qualification.
- The Bidder did not include a signed State of Texas Child Support Business Ownership Form.
- The bidder is not prequalified by TxDOT

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- The bidder does not meet the Owner's qualification requirements.

8. SUBMITTAL OF BIDS

8.1. **Electronic Bids.** When electronic bidding is available, 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.

8.1.1. **Bid Form**. Use the electronic bid 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 bid form may not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.1.2. **Bid Guaranty**. Provide a bid guaranty in the amount indicated on the bid form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

Use the most current version of the electronic bond accepted by the Owner. For a joint venture, the bond must be in the name of all joint venture 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 names of the Bidder or Bidders.

8.1.3. **Submittal of Bid**. Submit the bid using the Owner's bidding system.

8.1.4. **Revising the Bid Form**. Make desired changes as allowed by the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted will be used for tabulation purposes.

8.1.5. **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.

A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. 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.

8.2. **Printed Bid.**

8.2.1. **Bid Form**. Mark all entries in ink. As an alternative to hand writing the unit prices in the bid form, submit an electronic bid 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 bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

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If a bid form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items.

8.2.2. **Bid Guaranty**. Provide a bid guaranty in the amount indicated on the bid documents. 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 2.8.1.2., "Bid Guaranty," and submit the electronic bid bond with the printed bid.

8.2.3. REMOVED

8.2.4. **Bid Bond**. Use the bid bond form provided by the Owner. Submit the bid bond with the powers of attorney attached and in the amount specified. 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 joint venture Bidders, each of the Bidders 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.

8.2.5. **Submittal of Bid**. Place the completed bid form and the bid 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 or in the bid documents. 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.

8.2.6. **Revising the Bid Form**. Make desired changes to the bid form in ink and submit the bid to the Letting Official. The Owner will not make revisions to a bid on behalf of a Bidder.

8.2.7. **Withdrawing a Bid**. Submit 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 with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. 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.

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9. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

10. TABULATING BIDS

10.1. **Official Total Bid Amount**. The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 2.11., "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.

10.2. **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 of five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

10.3. **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.

10.4. **Consideration of Unit Prices**.

10.4.1. **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 bid and the unit bid prices bid. 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) provided on the bid documents. 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.

10.4.2. **"Buy America**.**"** Comply with Buy America in accordance with Section 6.1.1.. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than $2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater

11. 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:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an 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.
- 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 the bid of the apparent low bidder .and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the

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project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

12. TIE BIDS

If the official total bid amount for 2 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 2 or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss. 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. The Letting Official will preside over the proceedings for the coin toss.

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Item 3L
Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 90 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

1.1. **Award**. The Owner will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

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 bids for the same Contract.
- The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids 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.
- 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 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 bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

4.1. **Contract**. Executed by Contractor and Surety.

4.2. **Bonds**. Executed performance bond and payment bond in the full amount of the Contract price with 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.

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Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000 to $100,000	Payment
More than $100,000	Performance and Payment

4.3. **Insurance**. Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. 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 Section 11 Special Conditions. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

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 of Section 11 Special Conditions 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 State 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. **Railroad Documents**. Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids 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.

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7. RETURN OF BID GUARANTY

The bid 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.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. 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 by any state or federal agency.

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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 Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

3. 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 9.7., "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 or less 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. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

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Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, "Prosecution and Progress."

4. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 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 when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. 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.

5. REQUESTS FOR ADDITIONAL COMPENSATION

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 Owner 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 Owner to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

The Owner will not consider fees and interest on requests for additional compensation. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

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. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of 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 accordance 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.

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If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

5.1. **Standby Equipment Costs**. Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."

5.2. **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:

- 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.

5.3. **Home Office Overhead**. The Owner will not compensate the Contractor for home office overhead.

6. DISPUTE OR CLAIMS PROCEDURE

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 project 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 Owners's goal is to have a dispute settled by the Engineer before elevating it as a claim.

If a dispute cannot be resolved, initiate the Contract claim procedure by filing a Contract claim after the completion of the Contract or when required for orderly performance of the Contract. Submit the claim to the Owner in accordance with state law.

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 Owner issues notice to the Contractor that they are in default, the date the Owner 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.

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Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

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 indicated 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 under 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, in the opinion of the Engineer.

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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 (including additional plans for non-site-specific work). Reasonably close conformity limits will be as 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 approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval 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 a 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 Engineer 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 (including additional plans for non-site-specific work), 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 through 9L 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 discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with 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

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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.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

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 utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. 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 active fire hydrants at all times unless approved by the Engineer.

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. **Project-Specific Information**. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both 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.

8.2. **Right of Entry Agreement (if required)**. The process for obtaining a fully executed ROE Agreement will be as follows:

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
- Partially execute the ROE Agreement and return it to the Department with the required insurance attached.

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- 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.

9. CONSTRUCTION SURVEYING

Use Method A 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. Maintain the integrity of control points. 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 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 a RPLS. This work 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 a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles 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, 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.

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. 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 4.4., "Changes in the

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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 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. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

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.

12. FINAL ACCEPTANCE

12.1. 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.

12.1.1. **Work Completed**. Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.1.2. **Final Inspection**. After all work is complete, the Contractor 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 approved. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.1.3. **Final Measurement**. Final measurements and pay quantity adjustments may be made after final acceptance.

12.1.4. **Removal of Traffic Control Devices**. Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

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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 reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
- the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:

- produced by convicts who are on parole, supervised release, or probation from prison; or
- produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

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 is 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 have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

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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.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, 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 which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted 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.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner 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.

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7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is 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 (PSL), 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 if 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 required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or 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 Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. **Painted Steel Requirements**. Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party**. The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. **Paint Removed by the Contractor**. This work may only be performed by a firm or company with one of the following certifications:

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- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, "Field Cleaning and Painting Steel."

10.2. **Removal and Disposal of Painted Steel**. Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, 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.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, "Removing Structures," and Item 497, "Sale of Salvagable Material."

10.3. **Asbestos Requirements**. The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

10.4. **Work Performed by a Third Party**. When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance 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.

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Item 7L
Legal Relations and Responsibilities

1. SAFETY

1.1. **Point of Contact**. Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

1.2. **Safety Preconstruction Meeting**. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Owner,
- local law enforcement, and
- other personnel that play an active role on the project.

1.3. **Public Safety and Convenience**. Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. 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.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

Provide qualified flaggers in accordance with Item 502.2.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.

If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary 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.

1.4. **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 travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

1.5. **Barricades, Warning and Detour Signs, and Traffic Handling**. Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in

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accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, 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 may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. 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.

3. 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 7.6., "Preservation of Cultural and Natural Resources and the Environment."

4. 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.

5. 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.

6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

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.

6.1. **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.

6.2. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3)**. The Owner will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

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6.3. **Work in Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.

6.4. **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 best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.

6.5. **Work Over the 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 the TCEQ. Use best management practices and perform work in accordance with Contract requirements.

6.6. **Project-Specific Locations**. For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), 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:

- Occupational Safety and Health Administration,
- Texas Commission on Environmental Quality,
- Texas Department of Transportation,
- Texas Historical Commission,
- Texas Parks and Wildlife Department,
- Texas Railroad Commission,
- U.S. Army Corps of Engineers,
- U.S. Department of Energy,
- U.S. Department of Transportation,
- U.S. Environmental Protection Agency,
- U.S. Federal Emergency Management Agency, and
- U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, 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 public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address 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. 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 Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

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8. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

9. 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, pumps, etc. Place mobile and stationary equipment to cause the least disruption of 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, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

10. USING EXPLOSIVES

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. 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 a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

11. RESPONSIBILITY FOR 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, shipped, etc., 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.

12. ASBESTOS CONTAINING MATERIAL

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) 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.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

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DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. 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.

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 by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "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.

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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 directly but will be subsidiary.

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, "Barricades, Signs, and Traffic Handling." 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. Permission may be granted if the Engineer finds that no damage or overstresses in excess of 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 and approval. 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 will occur in excess of those normally allowed for occasional overweight loads.

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. Permission may be granted if the Engineer finds that no damage or overstresses in excess of 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 the 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 nonexecution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

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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. 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 7.17.2.1., "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 hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. 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 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

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 7.17.1., "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 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. 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 as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

17.5.1. **Isolated Work Locations**. For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

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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 for Article 5.11., "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 accordance with pertinent items or Article 4.4., "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 as long as no wiring, wiring connections, 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 under Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,

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- 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 3-phase electrical power.

18.1.3. **Certified Person**. A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.

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 that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times 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 electrical 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 similar to 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 listed in Table 2.

Table 2
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 (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

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.

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When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, “Electrical Conductors.”

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Item 8L
Prosecution and Progress

1. PROSECUTION OF WORK

Unless otherwise shown in the Contract, begin work within 10 calendar days after the authorization date to begin work as shown on the Notice to Proceed. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in 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 Owner, or any state or 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/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

2.1. **Construction 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 items determined to be specialty items. 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 directed 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

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- 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.

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 cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

2.2. **Payments to Subcontractors**. Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.

2.3. **Payment Records**. Make payment records, including copies of cancelled checks, available for inspection by the Owner. Submit payment records upon request. Retain payment records for a period of 3 yr. following completion of the Contract work or as specified by the Owner.

Failure to submit this information to the Engineer by the 20th day of each month will result in the Owner taking actions, including, but not limited to, withholding estimates and suspending the work. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 10 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

3.1. **Working Day Charges**. Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. 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 through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is 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 through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is 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 through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present,

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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 through 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 A.M. and 6 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. If work requiring an Inspector to be present is 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 through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. **Other**. Days will be charged as shown in the Contract documents.

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 in the Contract documents.

3.3. **Nighttime Work**. Nighttime work is allowed only when shown in the Contract documents or as directed. 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 8.3.3., "Nighttime Work," unless otherwise shown in the Contract documents.

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 8.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., "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 activities. When all of the work is

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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. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

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. **Construction Details**. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, 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, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. **Schedule Format**. Format all project schedules according to 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; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- 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
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) 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;
- 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.

5.5. **Schedule Types**.

5.5.1. **Bar Chart**. Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

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5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM.

5.5.2.1. **Preliminary Schedule**. Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 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 of the project unless the time for submission is extended.

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 of the project unless the time for submission is extended.

5.5.2.3. **Progress Schedule**. Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and 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 (such as 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.

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The cut-off 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 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as 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 time frames outlined 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, 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 only be considered 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.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

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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, a separate work order, or callout work 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 in the Contract. 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 remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

7. DEFAULT OF THE 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. The Owner will also provide written notice of default to the Surety. 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. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "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.

The Owner will determine the method used for the completion of the remaining work as follows:

- **Contracts without Performance Bonds**. The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- **Contracts with Performance Bonds**. The Owner will, without violating the Contract, demand that the Contractor's Surety 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.

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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 as a result of 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 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner .

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default**. Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following:

- If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

8. TERMINATION OF THE 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 Owner 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 Engineer 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;

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- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- 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 for public convenience 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.

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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, the net weight of the load will be calculated as follows:

- 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, 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, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

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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 4.4., "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 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents 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 as approved. 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.

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

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have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which 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 approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials that have an invoice cost of at least $1,000 in the request for MOH payment.

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 4.4., "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 verification by the Engineer. 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.

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, foremen, or other approved workers 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 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost

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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 off-site 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 the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, 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 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours 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 *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* 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 9.7.1.4., "Equipment," except that:

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment:

- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- 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

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comparable FHWA rental rates found in the *Rental Rate Blue Book* 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, superintendence, and profit.

7.1.6. **Law Enforcement**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, 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 withhold 5% 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 for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of 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 specifications 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 in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

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10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., “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.

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Special Provision to Item 000
Schedule of Liquidated Damages

The Dollar Amount of Daily Contract Administration Liquidated Damage per Working Day is $1,250.00/Day.

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Special Provision to Item 1L
Abbreviations and Definitions

Item 1, 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

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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.

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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 2.2 Eligibility of Bidders is deleted and replaced by the following: Bidders must be (1) prequalified by Confidential Questionnaire to bid on this project; and (2) be registered with the State of Texas; and (3) be able to provide suitable evidence of prior experience for similar work and written documentation of successfully completed similar contracts upon request to bid on this project.

Article 2.3 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: www.bidnetdirect.com/hayscounty;

Texas Comptroller: http://www.txsmartbuy.com/sp.

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, Solicitation, Offer and Award Form, Schedule of Rates and Prices, Vendor References, Bid Bond, Conflict of Interest Disclosure & Questionnaire, Related Party Disclosure Form, and any addenda applicable to this solicitation.

Article 8.2 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 8.2.2 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.

Article 8.2.3 Guaranty Check is deleted.

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, 1901 Dutton Drive, Suite E, 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 1071, San Marcos, TX 78666.

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Item 2L is further supplemented by:

Article 13 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 14 Sales Tax: Hays County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

Article 15 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. Additional information may be obtained from the County website at the following link: https://hayscountytx.com/departments/auditor/purchasing/procurement-documents/. The Hays County Conflict of Interest Statement is located in Section 4 of this manual. This form must be completed, signed, and submitted.

Article 16 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 17 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 18 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.

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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 4.5., "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:

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- 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:

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- 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.

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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 6 Dispute and 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.

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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.

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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.

12.1.2. Final Inspection. Replace this section with the following:

12.1.2.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.

12.1.2.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.

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Special Provision to Item 6
Control of Materials

Item 6, "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.

Article 6.10., "Hazardous Materials," is voided and replaced by the following:

Comply with the requirements of Article 7.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Department may contain hazardous materials. Except as noted herein, the Department 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 contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. The work required to comply with this section will be at the Contractor's expense. 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.

10.1. Painted Steel Requirements. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Paint removal and disposal of steel coated with paint containing hazardous materials is in accordance with the following:

10.1.1. Removing Paint From Steel For contracts that include Item 446, "Field Cleaning and Painting Steel" as a pay item, perform work in accordance with that item.

The Department will provide for a separate contractor (third party) to remove paint containing hazardous materials prior to or during the Contract where paint must be removed to allow dismantling of the steel or to perform other work, except for projects that include Item 446, "Field Cleaning and Painting Steel" as a pay item. Removal of paint covering existing steel shown not to contain hazardous materials is in accordance with Item 446, "Field Cleaning and Painting Steel."

10.1.2. Removal and Disposal of Painted Steel. For steel able to be dismantled by unbolting, paint removal will not be performed by the Department. Utilize Department cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Department 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 accordance with federal, state and local regulations.

10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) are known to be present. Where ACM is known to exist or where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor prior to 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 Department sufficient time for abatement.

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The Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 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 Department is required to notify the DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure or load bearing member shown on the plans. If the actual demolition or renovation date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Department for ACM abatement. 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.

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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 1.3 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 2 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

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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 19 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.

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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:

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- 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 8.8 Termination of Contract. The following section shall be added to Article 8.8:

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

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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.

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Special Provision to Item 9L
Measurement and Payment

Item 9, 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: On or before the first Wednesday of each month, the Contractor shall submit to the Inspector a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site 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 9.9 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

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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.

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Special Specification 6007
Battery Back-Up System for Signal Cabinets

1. DESCRIPTION

Install a battery back-up (BBU) system for traffic signals that provides reliable emergency power in case of utility power failure or interruption. The BBU system should also function as a power conditioner or voltage regulation device.

The BBU system should consist of inverter/charger, manual bypass switch, power transfer switch or automatic bypass switch, batteries, battery monitoring device, wiring, external cabinet or stand-alone cabinet, concrete pad, all necessary hardware and software, and any associated equipment required to operate in a field environment.

The BBU system should be able to operate a light-emitting diode- (LED-) only signalized intersection (700-W load) for 4 hr. of full runtime when utility power is disabled and under ambient temperature of 25°C. The BBU system should switch the intersection to flash mode of operation when approximately 40% of battery charge is remaining, using relay contact connection points on the front panel of the unit. The BBU system should operate the intersection in the flash mode of operation (300-W load) for an additional 2 hr. BBU system components must be rated for a minimum 1,400-W load capacity.

Design the BBU system for outdoor applications in accordance with NEMA TS2-2003, Section 2. All components of the BBU system should be rated to operate under temperature extremes of -34°C–+74°C.

2. DEFINITIONS

2.1. **Automatic Bypass Switch**. A unit connected between the utility power supply and the inverter/charger that can automatically switch power to the controller cabinet service panel from inverter output power to utility line power.

2.2. **BBU System**. Includes, but is not limited to, a manual bypass switch, automatic bypass switch or power transfer switch, inverter/charger, batteries, battery monitoring device, wiring, external cabinet, and any necessary hardware for system operation.

2.3. **BBU System Software**. All software associated with operation, programming, and functional requirements of the BBU system.

2.4. **Battery Monitoring Device**. The device that monitors battery temperatures and charge rate of the batteries used in the BBU system.

2.5. **Batteries**. Standard 12-V batteries wired in series to create 36-V DC – 96-V DC storage.

2.6. **Boost**. When enabled, the BBU system inverter/charger should automatically switch into this mode to raise the utility line voltage when it drops below a preset limit. The limit may be user-defined or use manufacturer default settings (typically 100 V AC).

2.7. **Buck**. When enabled, the unit should automatically switch into this mode to reduce the utility line voltage when it rises above a preset limit. The limit may be user-defined or use manufacturer default settings (typically 135 V AC).

2.8. **External or Stand-Alone Cabinet**. The structure that houses the system components or batteries.

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2.9. **Inverter/Charger**. The unit that converts the DC voltage input into 120-V AC output for the traffic signal cabinet to operate. At minimum, the inverter/charger should be rated for 1,400 W.

2.10. **Inverter Line Voltage**. The power supplied from the BBU system inverter to the traffic signal cabinet.

2.11. **Manual Bypass**. Manual switch that allows user to bypass BBU power to service system equipment. The manual bypass switch switches utility line power directly to cabinet.

2.12. **Power Transfer Switch**. A unit connected between the utility power supply and the inverter/charger that can automatically switch from utility line power to inverter output power. The power transfer relay may be a separate unit or combined with the manual bypass switch. In case of battery voltage loss, the power transfer switch must automatically return to utility line power.

2.13. **Signal Operation Mode**. A signalized intersection generating a 700-W load when running in normal operation.

2.14. **Signal Flash Mode**. A signalized intersection generating a 300-W load when running in the flash mode of operation.

2.15. **Utility Line Voltage**. The 120-V AC power supplied to the BBU system.

3. EQUIPMENT

Ensure electrical materials and construction methods conform to NEC and additional local utility requirements. Furnish BBU systems prequalified by the Department. The Traffic Operations Division maintains an MPL of prequalified BBU systems. Ensure all materials and construction methods conform to the details shown on the plans, this Specification, and the pertinent requirements of the following Items.

- Item 420, “Concrete Substructures”
- Item 620, “Electrical Conductors”

Provide and install a BBU system that can fulfill the following requirements.

3.1. **Method of Operation**. The BBU system should operate using one or more of the following methods.

3.1.1. **Buck-and-Boost Method**. When the buck-and-boost functions are enabled, they should set the upper and lower control limit allowable for the utility line voltage.

If the utility line voltage fluctuates above or below the buck-and-boost values, the BBU system should raise or lower the voltage by approximately 10%–15% of the utility line voltage to bring the voltage back within the upper and lower control limits. Provide a buck-and-boost system with preset manufacturer defaults.

If the utility line voltage falls above or below the functional capabilities of buck and boost, then the BBU system must transfer power from the utility line voltage to the inverter line voltage.

3.1.2. **Standby Method**. The standby method should set upper and lower control limits for the utility line power. If the utility line voltage falls above or below the upper or lower control limits, then the BBU system should transfer power from the utility line voltage to the inverter line voltage.

3.1.3. **Continuous Operating Mode, Double Conversion Method**. The continuous method always supplies the cabinet with inverter line voltage. This method requires the disabling of buck-and-boost functions.

3.2. **BBU System Capabilities**. The BBU system should be able to provide 1,400-W peak load, with at least 80% inverter efficiency, for at least 10 sec.

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The BBU system should be able to provide 700-W signal operation load for at least 4 hr., and then switch to and provide 300-W signal flash load for an additional 2-hr. minimum, when batteries are fully charged.

When the BBU system runs on battery power, the inverter/charger should enable a user to select the voltage at which the transition from normal operating load to flash mode occurs (usually 47.5 V), using relay contacts and connection points on the front panel of the inverter/charger.

The allowed transfer time, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, should be less than 65 milliseconds. The same allowable transfer time must also apply when switching from inverter line voltage to utility line voltage.

The BBU system should bypass utility line voltage whenever the voltage is outside the manufacturer's default, or a user-programmed voltage range, ±2 V AC.

When the utility line power has been restored to a normal operating voltage for more than a user-defined setting (default 30 sec.), the BBU system should transfer from inverter line voltage to utility line voltage. The BBU system should be equipped to prevent malfunction feedback to the cabinet or the utility service.

Provide a BBU system that is compatible with TS1, TS2, and Model 170/2070 controllers and cabinet components for full runtime operation.

Unless the plans indicate otherwise, provide a BBU system in an external battery cabinet. When indicated by the plans, provide a BBU system that can be shelf-mounted in NEMA TS-1 and NEMA TS-2 cabinets, or rack-mounted for Model 170/2070 332 cabinets. Provide a manual bypass that can be shelf-mounted or attached to the side of the signal cabinet. Provide interconnect cables that are no less than 10 ft. long.

Relay contact wiring for each set of NO/NC relay contact closure terminals should be no less than 6 ft. long and #18 AWG wire. Use manufacturer recommendations for size of wire for any cable's lengths greater than 10 ft.

The BBU system should have lightning surge protection compliant with IEEE/ANSI C 62.41 and UL 1449. Provide lightning surge protection to the utility line voltage entering the inverter/charger. The surge protection device should be easily accessible and mounted externally from the inverter/charger.

The BBU system, including batteries and hardware, should be easily replaceable and should not require any special tools for installation.

The BBU system should operate in automatic fail-safe mode. Should a breaker trip the inverter/charger or power transfer switch on, the system must automatically operate from utility line power and bypass the BBU system.

As stated above, in addition to the inverter/charger, provide BBU with an external manual bypass switch and either an external automatic transfer switch or external automatic bypass switch.

The BBU system must be able to log up to 100 events. Events should date- and time-stamp faults with utility line voltage and battery voltages. At a minimum, the BBU system should log an event when:

- the utility line voltage falls above or below the upper or lower control limits,
- the BBU system automatically switches to battery power, or
- self-monitoring BBU system components fail.

3.3. **Displays, Controls, Diagnostics, and Maintenance**. The BBU system should include a front panel display. All applicable programmable functions of the operational methods described in this Specification should be viewable from the front panel display.

All events described in Section 3.2., "System Capabilities," should be viewable from the front panel display.

The BBU system software should be programmable from the front panel of the inverter/charger using a keyboard or momentary buttons, allowing user to step through menu-driven software.

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Provide a 10/100 Ethernet port on the front panel of the inverter/charger.

Provide a RS232 port on the front panel of the inverter/charger.

Include software for the BBU system's operational needs. The user/operator should be able to access the system software via the Ethernet and RS232 ports on the front panel of the inverter/charger. The user should be able to read logged events and change programmable parameters from the keyboard, laptop, or local area network by the Ethernet port.

System software must be upgradeable by the RS232 port on the front panel of the inverter/charger.

3.4. **Inverter/Charger**. The inverter/charger is the unit that provides voltage regulation, conditioning of utility line power, DC voltage input conversion into 120-V AC output for the traffic signal cabinet to operate, emergency backup power upon loss of utility power, and temperature-compensated battery charging. At a minimum, the inverter/charger should be rated for 1,400 W. Provide at least six sets of Normally Open (NO) and Normally Closed (NC) single-pole double-throw dry contact relay closures on the front face of the inverter/charger, labeled to identify each contact. The relay closures should consist of NO/NC contact closures energized whenever the unit switches to battery power (label or mark contacts as "on battery" or equivalent), and a second set of NO/NC contact closures should be energized whenever the battery approaches 40% remaining capacity (label or mark contact as "low battery" or equivalent), which must determine when the unit will switch from normal operation to flash. A third set of NO/NC contact closures should be energized after a user-settable time after the unit switches to battery power. The contact may be labeled "timer." The remaining relays should be user-definable.

Operating temperature range for the inverter/charger and power transfer relay should be -34°F–+74°F. When battery power is used, the BBU system output voltage must be between 110 V AC and 125 V AC, pure sine wave output, ≤3% THD, 60 Hz ±3 Hz.

3.5. **Manual Bypass Switch**. The manual bypass switch should be provided as a separate unit external to the inverter/charger unit. The manual bypass switch must consist of housing, two-position switch, terminal blocks, internal wiring, service outlet, circuit breakers, and mounting hardware. The components should be rated at least 240 V AC/30 A. Provide the manual bypass switch with No. 8 terminal blocks. The manual bypass switch should be two-position and allow the user to switch utility line power directly to the cabinet service panel. The switch positions must provide the following functions.

- In the "Bypass" position, the inverter is bypassed, and utility power is removed from the BBU and passed directly to the signal power panel.
- In the "UPS" position, the inverter/switch is powered, and the signal circuits are supplied by the output of the inverter.

When the manual bypass switch is in the "Bypass" position, the user may replace the automatic bypass switch (or transfer switch) and the inverter/charger without interrupting power to the intersection. Provide the manual bypass switch with overcurrent protection (20-A circuit breaker).

3.6. **Power Transfer Switch**. These requirements are for BBU systems provided with a power transfer switch. The power transfer switch must operate such that the inverter/charger input and cabinet power panel are supplied with power from the utility line. If the utility line power is lost or requires conditioning (buck or boost), the power transfer switch must automatically connect the inverter/charger output to the cabinet power panel such that the inverter/charger output provides the power. In case of inverter/charger failure, battery failure, or complete battery discharge, the power transfer should revert to the NC (de-energized) state, where utility line power is connected to the cabinet service panel.

Size the wire going to the power transfer switch from the manual bypass switch, to and from the inverter/charger, and from the manual bypass switch to utility power service according to the system requirements.

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3.7. **Automatic Bypass Switch**. These requirements are for BBU systems provided with an automatic bypass switch. The automatic bypass switch must operate such that the inverter/charger input is supplied with power from the utility line and the cabinet power panel is supplied with power from the output of the inverter/charger. In case of inverter/charger failure, battery failure, or complete battery discharge, or other loss of power from the output of the inverter/charger, the automatic bypass switch should revert to the NC (de-energized) state, where utility line power is connected to the cabinet service panel.

3.8. **Batteries**. Provide batteries from the same manufacturer and vendor as the BBU system.

Individual batteries should be 12-V type, easily replaceable, and available for purchase, or common off-the-shelf equivalent.

Select batteries sized and rated to operate a 700-W load for 4 hr. (normal operation) followed by a 300-W load for 2 hr. (flash operation), for a total of 6 hr.

Battery configuration should consist of 12-V batteries arranged for total voltages of 36, 48, 60, 72, 84, or 96.

Batteries should be deep-discharge, sealed prismatic lead-calcium based, valve-regulated, and maintenance-free.

Batteries should operate over a temperature range of -34°F–+74°F.

Batteries should indicate maximum recharge data and recharging cycles, and manufacturer defaults on the inverter/charger should not allow the recharging process to exceed the batteries' maximum values.

Connect the battery interconnect wiring to the inverter unit using a modular harness with red and black cabling that terminates into a typical power-pole style connector. Equip the harness with mating power flag-style connectors for batteries and a single insulated plug-in style connection to inverter/charger unit. Harness should allow batteries to be quickly and easily connected in any order, and keyed to ensure proper polarity and circuit configuration. Size the fusible link or device accordingly with BBU system requirements. To protect against currents exceeding each battery current rating, provide links within 3 in. of the negative and positive leads of each battery. Provide fusible links made of insulated stranded wire.

Provide insulated covers at the connection points (posts) to prevent accidental shorting.

Provide battery cables to connect battery to battery harness main cable at least 18 in., or long enough to accommodate the battery covers provided with the battery ground box, whichever is longer. Size the battery harness accordingly with BBU system requirements.

3.9. **Battery Monitoring System**. The BBU system should use a temperature-compensated battery charging system. The charging system should compensate over 2.5 mV/°C–4.0 mV/°C per cell.

Use a temperature sensor to monitor the temperature and regulate the charge rate of the batteries. Unless required otherwise by the plans, provide a temperature sensor wire as follows.

- 8 ft. long if external side-mounted cabinet is attached to existing controller cabinet
- 8 ft. long if batteries are housed in traffic signal base used for cabinet foundation and are stored on shelf within base
- 8 ft. long if a stand-alone cabinet is used

Should the temperature sensor fail, the inverter/charger should not allow the BBU system to overcharge the batteries. The BBU system should provide an alarm should the temperature sensor fail.

Recharge time for the batteries to obtain 80% or more of full battery charge capacity should not exceed 20 hr. at 70°F.

Batteries should not be allowed to charge when the battery temperature exceeds 50°F.

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The BBU system should monitor battery strings within a system and set a fault indicator if the battery voltage falls below normal operating voltage.

3.10. **Battery Housing**. Unless plans require otherwise, provide an external battery cabinet or stand-alone BBU and battery cabinet as specified below.

3.10.1. **External Battery Cabinet**. The external cabinet should be NEMA Type 3R all-aluminum with stainless steel hardware, or approved equivalent. Design the external cabinet to attach on the side of a TS2 Size 6 base-mount cabinet. Mount the batteries, inverter, transfer switches, manual bypass, and associated hardware in the external cabinet.

Equip the external cabinet with proper ventilation, electric fan, and air filter in accordance with NEMA TS2.

Equip external cabinets with a door opening to the entire cabinet. Attach the door to the cabinet with a full-length stainless steel piano hinge or four two-bolts-per-leaf hinges. Provide a door with the same latch and lock mechanism as required for a standard traffic signal cabinet. In addition, provide a padlock clasp.

When using battery ground boxes, an external cabinet is required for the non-battery components.

3.10.2. **Stand-Alone BBU and Battery Cabinet**. When required for installation by the plans, provide a stand-alone cabinet conforming to the specifications of the external BBU and battery cabinet, except that it must not mount to the controller cabinet. Design the stand-alone cabinet to attach to a concrete pad.

3.11. **Concrete Pad**. Provide a Class B concrete pad as a foundation for stand-alone cabinets. For external cabinets, extend the controller foundation to provide a Class B concrete pad under the external cabinet.

3.12. **Documentation**. Provide operation and maintenance manuals. The operation manual should include a block diagram schematic of system hardware components. The manual should include instructions for programming and viewing software features. The manual should also include uploading and downloading (communications protocol) requirements by RS232 or Ethernet port.

Provide board-level schematics when requested.

Provide battery documentation and replacement information.

3.13. **Testing**. The Department reserves the right to test BBU systems to ensure quality assurance on unit before installation and random sampling of units being provided to the State. BBU systems that fail must be removed from the Qualified Products List (QPL).

Department QPL testing procedures must check compliance with the criteria of this Specification, including the following.

- Event logging for fault and alarm conditions
- Demonstrated use of one or more of the operating methods described in Section 3.1., “Method of Operation”
- Testing of ability to power a 700-W load for 4 hr., transfer to flash mode, and power a 300-W load for additional 2 hr., at an ambient temperature of +75°F
- Testing of all components in environmental chamber (temperature ranges from -30°F–+74°F) following NEMA TS2 2003, Section 2.

3.14. **Warranty, Maintenance, and Support**. Provide a BBU with a warranty that requires the manufacturer to replace failed BBUs when non-operable due to defect in material or workmanship within 5 yr. of date of purchase from manufacturer. Supply a BBU with no less than 95% of the manufacturer’s warranty remaining on the date when the BBU is installed and begins operating. The replacement BBU must meet this Specification. The Contractor must manage any warranty issues until the date of final acceptance.

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Batteries should be warranted for full replacement for 5 yr. Batteries must be defined as bad if they are not able to deliver 80% of battery rating.

4. MEASUREMENT

This Item will be measured by each BBU system installed.

5. PAYMENT

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 "BBU System" of the type of BBU cabinet specified. This price is full compensation for furnishing, installing, and testing the completed BBU system and associated equipment; mounting hardware; Class B concrete pad; software; conduit; conductors; and equipment, labor, tools, and incidentals.

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APPENDIX A
QUALITY ASSURANCE PROGRAM
FOR CONSTRUCTION PROJECTS

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Quality Assurance Program for Design-Bid-Build Projects

January 2022

TxDOT Materials and Tests Division

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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.

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  - 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.

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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:

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- 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

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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.

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2. Acceptance Program

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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.

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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.

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3. Independent Assurance Program

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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.

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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.

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4. Materials Certification

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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.

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5. Conflict of Interest

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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.

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6. Technician Qualification Program

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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.

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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.

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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.

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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.

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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.

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7. Requirements and Frequencies for Laboratory Equipment

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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.

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8. Laboratory Qualification Program

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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.

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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

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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

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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

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  - 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.

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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.

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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.

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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.

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9. Appendices

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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.

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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%

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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.

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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

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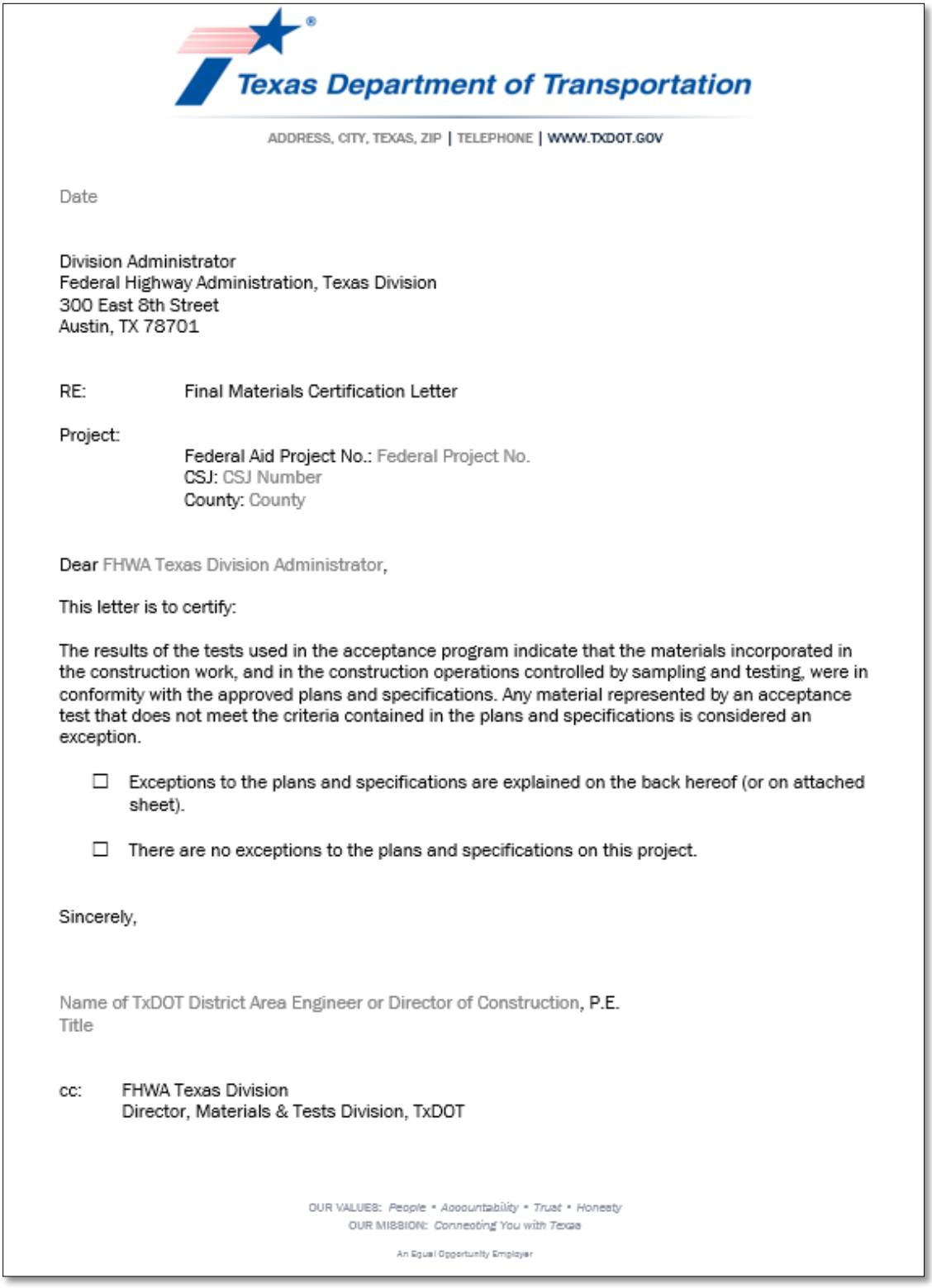
Appendix D
Material Certification Letter Example – Federal Oversight

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

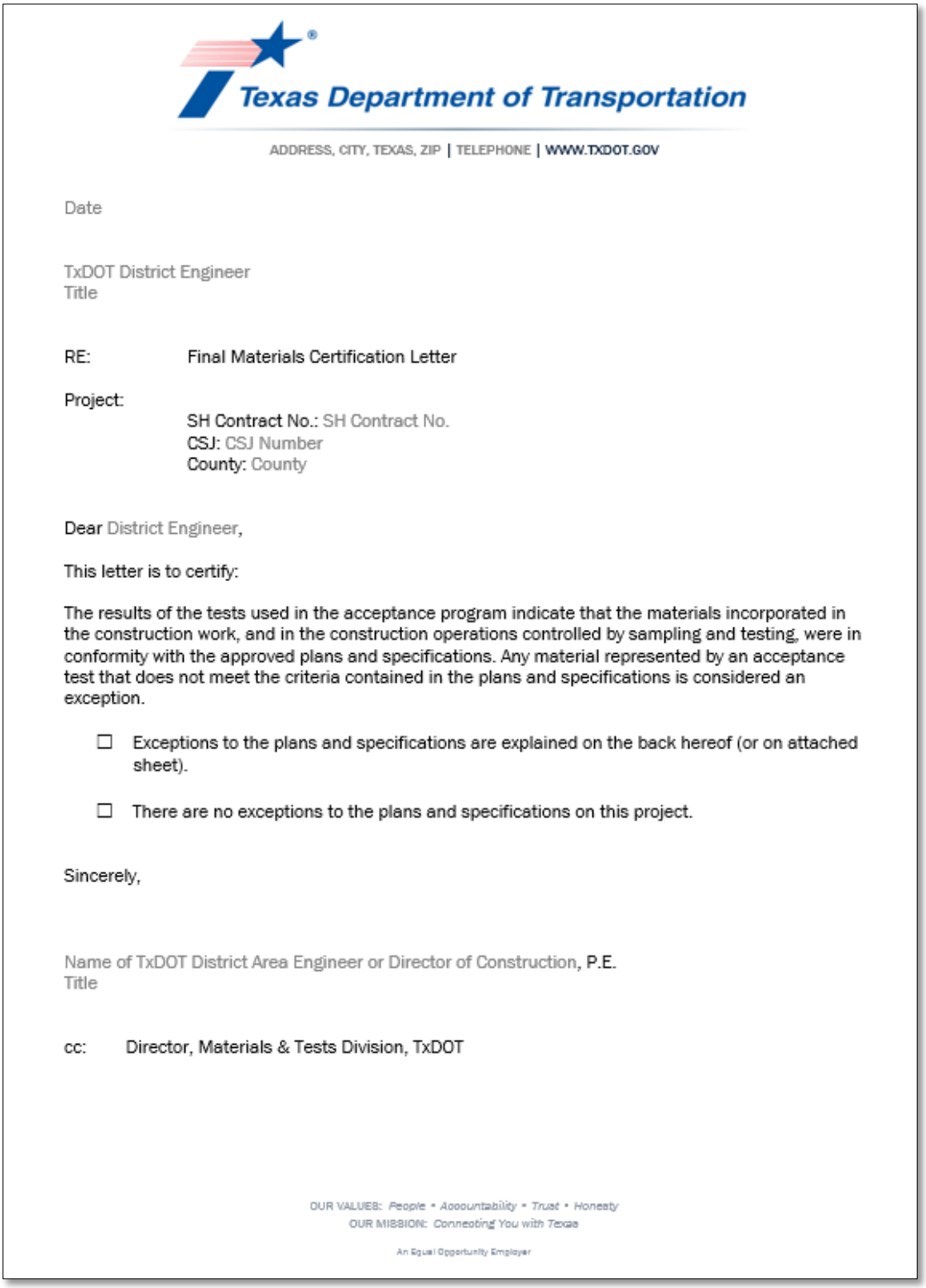
cc: FHWA Texas Division
Director, Materials & Tests Division, TxDOT

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*

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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

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APPENDIX B
GUIDE SCHEDULE OF SAMPLING AND TESTING

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.	

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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.

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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.

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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.

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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.

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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	

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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.

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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.

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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.

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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.

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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.

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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.

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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.	

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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."

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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.

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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.

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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.

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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.

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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.

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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.

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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."

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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.

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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.

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APPENDIX C

AASHTO ACCREDITED LABORATORIES

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APPENDIX C
AASHTO ACCREDITED LABORATORIES

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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.

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AGENDA ITEM REQUEST FORM: G. 36.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Mike Jones

Sponsor: Judge Becerra

Agenda Item

Approve specifications for RFP 2026-P08 Disaster Recovery - Debris Monitoring and authorize Purchasing to advertise and solicit for proposals. **BECERRA/JONES/HUNT**

Summary

Hays County, Texas ("County") is seeking proposals from qualified firms to perform Disaster Recovery – Debris Monitoring Services in the event of a man-made or natural disaster. The County is preparing for future disasters by entering a pre-event contract for Debris Monitoring Services, on an "as-needed" basis. The County will accept proposals from qualified contractors with experience in disaster and debris monitoring services and the preparation, response, recovery, and mitigation phases of any emergency or disaster.

Attachments

RFP 2026-P08 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Drive, Ste. E
San Marcos, Texas 78666

Solicitation No.: RFP 2026-P08 Disaster Recovery – Debris Monitoring Services	**Date Issued: July 30, 2026**

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 August 25, 2026

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this RFP must be received in writing no later than 5:00 August 12, 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: Mailing Address:		Name: 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

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Attachment A: RFP 2026-P08 Fee Schedule

I. Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that MUST be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Proposal

____ 3. Attachment A: RFP 2026-P08 Fee Schedule

____ 4. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

Required Forms by Hays County in Order to Execute a Contract:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- 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 Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) 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, 1901 Dutton Dr., Suite E, 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, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1.	**Type of Solicitation:**	Request for Proposal (RFP)
2.	**Solicitation Number:**	RFP 2026-P08 Disaster Recovery – Debris Monitoring Services
3.	**Issuing Office:**	Hays County Purchasing Office 1901 Dutton Drive, Suite E San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5.	**Deadline for Responses:**	In issuing office no later than: **August 25, 2026; 10:00 a.m. Central Time (CT)**
6.	**Initial Contract Term:**	One year from contract execution date
7.	**Optional Contract Terms:**	three (3), one (1) year renewals
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
9.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than August 12, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10.	**Addenda:**	Any interpretations, corrections or changes to this solicitation and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal

submission. Any addendum not acknowledged and not included with your bid/proposal will deem your response non-responsive.

11. Conflicts within Solicitation Documents: In the event that conflicts exist within the solicitation documents, and/or the electronic bidding sites, the following paragraphs shall govern:

A. If there is an identified conflict in the information presented in the Solicitation documents and/or the bidding sites an addendum will Be issued to correct the conflict.

B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

C. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified.

12. 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 Vendor or its representatives. Failure of a Vendor 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.

13. Websites: Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/haysCounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

July 30, 2026	Issuance of RFP
August 12, 2026	Deadline for Submission of Questions (5:00 PM CT)
August 25, 2026	Deadline for Submission of Proposals (10:00 AM CT) **Late proposals will not be accepted.**
October 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is seeking proposals from qualified firms to perform Disaster Recovery – Debris Monitoring Services in the event of a man-made or natural disaster. The County is preparing for future disasters by entering a pre-event contract for Debris Monitoring Services, on an "as-needed" basis. The County will accept proposals from qualified contractors with experience in disaster and debris monitoring services and the preparation, response, recovery, and mitigation phases of any emergency or disaster. The awarded disaster debris monitoring management contractor (hereinafter referred to as DMC) shall advise and support the County during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the County's debris removal contractor(s) (hereinafter referred to as DRC) and recommending efficiencies to improve and expedite DRC recovery work.

Monitoring debris removal operations require comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal. In the event of a disaster or emergency, the DMC shall service the County first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and wellbeing of all residents and visitors to the County. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Notice to Proceed (NTP) issued by the County. The response of the DMC to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state, or local regulation to ensure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The DMC shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency. Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the County's Debris Manager or designee as changes occur.

FEMA SUPERCIRCULAR 2CRF Chapter II, Part 200 et al Compliance with FEMA SuperCircular "2CFR Chapter 2, Part 200 et al." is required. Links to the FEMA Super Circular are listed below:
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf

B. Definitions

- County Emergency Management Coordinator: The County's Emergency Management Coordinator is currently the Director of Emergency Services.
- Data Manager: Manager of data collected from monitoring operations and employed by the DMC.
- Debris Removal Contractor (DRC): Contractor(s) under contract with the County to remove storm deposited debris according to state and federal guidelines.
- Debris Management Site (DMS): A Texas Commission on Environmental Quality authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period prior to final disposal.

- Disaster: refers to a catastrophic event that causes large amounts of vegetative and construction and demolition debris, including but not limited to tornado, terroristic event, severe storm, winter weather, or flooding, man-made, etc.
- Disposal Site/Tower Monitor: Employee of DMC assigned to the debris management site to monitor DRC performance. Duties include, but are not limited to, ensuring the debris is eligible; to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.
- Debris Monitoring Contractor (DMC): Debris monitoring contractor, including employees, partners, principals, agents and assignees who are a party to the agreement for the purposes of providing services.
- Eligible Debris: As determined by FEMA Section #325 Debris Management Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the Debris Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.
- FEMA (Federal Emergency Management Agency): A funding source to the County through the State of Texas, for activities during an event declared a disaster by the President of The United States.
- Field Supervisor: Employee of the DMC who oversees field monitor crews.
- Field Monitor: Employee of the DMC who oversees the DRC's debris removal activities and issues load tickets.
- FHWA (Federal Highway Administration): The FHWA, through the Emergency Relief Program administered by the Texas Department of Transportation, is a federal funding source for work on Federal-Aid ("on-system") roadways and facilities.
- Notice to Proceed (NTP): The County shall issue official written notice to proceed for the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). Under no circumstances shall the County be liable for any services rendered unless the written notice to proceed has been sent and received by the DMC(s). The DMC(s) must acknowledge receipt of the written notice to proceed.
- Project Manager (PM): Employee of the DMC who functions as the primary point of contact for the County and is responsible for the overall project management and coordination of the debris monitoring services.
- TCEQ: Texas Commission on Environmental Quality.
- TxDOT: Texas Department of Transportation.

C. Scope of Work

The DMC shall provide disaster debris monitoring management services to support the County in the management of disaster debris removal & recovery resulting from any man-made or natural disaster. When a major disaster occurs or is imminent, the County will contact the DMC to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to 2 public streets and roads, right-of-way's, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area.

DMC shall be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. DMC shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act whenever possible.

Mobilization - Debris Monitoring / TDSRS Management

The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin Debris Monitoring services within forty-eight (48) hours following the issuance of the NTP. Debris Removal & Monitoring work within the County will be prioritized by the County.

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes:

- verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster;
- measurement and inspection of trucks to ensure they are fully loaded;
- on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas;
- verification that the contractor is working efficiently and in its assigned contract areas;
- verification that all debris management sites have access control and security.

Services to be Included

These services will include the following activities but are not limited to:

1. Project Manager Responsibilities:
    - Report to the County's EOC or other designated location within twelve (12) hours after notification by the County;
    - Assist the County in developing a Debris Management Action Plan for the specific occurrence. Contractor may also be requested to assist in other debris recovery planning efforts, such as identifying adequate Temporary Debris Management Sites (TDMS), estimating debris quantities, filing for all necessary permits, and developing disaster plans for debris clearance following a disaster event;
    - Attend all meetings and briefings designated by the County; and
    - Conduct safety meetings with field staff as necessary;
    - Respond to and document issues regarding complaints, damages, accidents and incidents involving the DMC or DRC personnel and ensure that they are fully documented and reported to the County's Debris Manager or designee.
    - Coordinate daily briefings with the County and the DRC, daily status reports of work progress and staffing;
    - Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
    - Review and reconcile debris removal contractor invoices submitted to the County; and,
    - Ensure preparation and submission of interim operations and status reports and a final report, as directed by the County.
    - Ensure overall compliance with federal, state, and local regulations throughout the debris removal process.

2. Field Monitoring Staff Responsibilities:
   DMC shall provide sufficient trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of monitors shall include, but are not limited to, the following:
    - To the extent authorized by Hays County or designee, the Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces.
    - Overseeing and supervising loading site, Temporary Debris Management Sites, Citizen Collection Centers and disposal site debris monitoring activities;
    - Accurately measure and certify truck capacities (recertify on a regular basis). Documenting truck hauling compartment condition using digital photographs; Issuing truck and trailer signs to be posted on both sides of the truck that have:

    - Unique ID#;
    - Total Cubic Yards (CY) Capacity;
- Quality assurance/control of truck certification measurements throughout the life of the project.
- Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways – first push (cut & toss) and first pass and for second and subsequent passes on all roadways, as directed by the County.
- Properly and accurately complete and physically control load tickets (in tower and field).
- Ensure that trucks are accurately credited for their load.
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted).
- Validate hazardous trees, including hangers, leaners, and stumps.
- Ensure that hazardous wastes are not mixed in loads.
- Ensure that all debris is removed from trucks at Debris Management Sites (DMS).
- Report if improper equipment is mobilized and used.
- Report if contractor personnel safety standards are not followed.
- Report if general public safety standards are not followed.
- Report if completion schedules are not on target.
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- Assure that force account labor and/or DRC work is within the assigned scope of work.
- Monitor site development and restoration of DMS.
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- Record the types of equipment used (Time & Materials contract).
- Record the hours equipment was used, including downtime of each piece of equipment by day (Time & Materials contract).
- Disposal Site / Tower Monitors shall observe and record truck quantity estimates of inbound and outbound debris.
- Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS.
- Ensure that accurate, legible and complete documentation is provided through load tickets, truck certifications and/or other logs and reports, as required.
- Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners or tree removal and/or other special or unusual occurrences in the field.
- Document and report activities to the County which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- Document and report to the County damages which occur on public or private property as a result of DRC operations.
- Document and report to the County any violations of TCEQ debris site conditions.
- If TCEQ debris site conditions are violated the DMC shall oversee tasks, sufficiently to satisfy the TCEQ, performed by the DRC.
- If Field Supervisor oversees TDMS and/or CCC then:
    - Provide oversight of TDMS or CCC;
    - Provide suggestions on site layout, ensure that trucks cannot enter and then leave without unloading;
    - Identify, address and troubleshoot any questions or problems that could affect site safety, eligibility and/or be deemed an environmental issue. All information will be maintained in the Site Log with supporting photos (if taken);

- If reduction equipment is to be set-up, ensure there is a safety zone setup for each;
- Monitoring and documenting efficiency of TDMS or CCC operations;
- Monitor environmental compliance with all federal, state, and local regulations. Document and correct any infractions;
- Supervise debris monitors random truck capacity check to ensure accurate measurements of loads, truck verification and documentation of information;
- Compiling, reconciling and documenting all load and haul-out records/tickets into an electronic spreadsheet format;
- Collect all written reports with supporting documentation from monitors;
- Turn in daily all load and haul-out records/tickets, all written reports, the Site Log and detailed summary and progress report to the Project Manager.

3. Data collection/documentation.
4. Management of designated debris staging and processing sites.
5. Review and validate DRC invoices prior to submission to County for processing and payment.
6. Provide other project management services, including emergency communications.
7. FEMA compliance monitoring/audit oversight, and reimbursement support, including but not limited to:
8. Field monitoring
9. Truck and trailer certification
10. Load ticket process development, validation and all accounting services
11. Filing/reporting of documents for FEMA reimbursement process
12. Infrastructure damage and repair assessments.

Data Management and Documentation

The DMC shall ensure all necessary documentation is provided to the County as follows:

- Ensure all eligible debris removal operations activities are documented and tracked specific to the FEMA Public Assistance program or other applicable federal, state or local agencies.
- Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.
- Completion of truck certifications, equipment certifications and establishment of a Quality Assurance and Quality Control (QA/QC) program throughout the life of the project.
- Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other federal, state or local programs, etc.
- Documentation of eligible hazardous stump removal, hangers, leaners or tree removal which includes photographic records, GPS coordinates, street or milepost identifier and/or other information as available and applicable.
- Environmental authorizations and/or permits as applicable.
- Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the County Debris Manager or designee.
- Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
- Provide certified weigh master if requested.
- Assist the County in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.
- Organize, maintain and provide to the County electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the County upon completion of the project.

- Provide reports, summaries, and analysis of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by Hays County upon issuance of the authorization to proceed.
- Be prepared to advise Hays County and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

Staffing

Contractor's staffing plan must include the each of positions listed below. The Contractor may use other positions as necessary and as approved by the County. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, must be listed in "Attachment A" to this Request for Proposal. Related to Debris Monitors: Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management and/or final disposal sites. ALL DEBRIS MONITORS WILL BE TRAINED BEFORE THEY ARE DISPATCHED INTO THE FIELD. Training format and documents used for the training of debris monitors will be provided to designated County staff before debris monitors will be allowed to operate in the County.

- Project Manager, (duties include, but are not limited to): "See above under Services to be Included"
- Field Supervisor, (duties include, but are not limited to): "See above under Services to be Included"
- Debris Loading Site Monitors, (duties include, but are not limited to):
    - Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment. Inspect the area for safety considerations such as downed power lines and possible traffic control issues.
    - Documenting pre-work inspection (to include photographs of the operational area) and completion of initial inspection report;
    - Marking all utility meters, transformers, fire hydrants, mailboxes, etc. in such a way should debris mounds occur; the markers can be plainly seen and identified;
    - Continuously monitoring the area for safety hazards. Ensure that traffic control needs are met and equipment is operated safely;
    - Checking and verifying information on debris removal operations at loading site(s);
    - Monitoring collection activity of trucks;
    - Ensuring that only eligible debris is collected for loading and hauling. "Eligible debris" will be defined as anything that impedes the public thoroughfare.
    - Ensuring that only debris from approved public areas is loaded for removal;
    - Ensuring debris is kept segregated in compliance with local, state, and federal regulations;
    - Monitoring debris for potential hazardous waste;
    - Issuing load tickets at loading site for each load;
    - Properly monitoring and recording performance and productivity of DSRP staff and subcontractors;
    - Ensuring that debris containing ozone depleting refrigerants, mercury or compressor oils are sorted, ready for removal and documented before final disposal;
    - Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor);
    - Ensuring that loads are contained properly before leaving the loading area;
    - Monitoring debris reduction activities for compliance, safety, expediency and efficiency;

- Monitoring all Household Waste (HHW), White Goods, and Electronic Debris for proper removal and disposal;
- Maintaining a Site Log and turning it in at the end of each shift. Site Log should record the following information:
    - Debris Loading Site Location(s);
    - Monitor's Name and unique ID#;
    - Field Supervisor's Name;
    - Starting and ending Load Ticket numbers;
    - Number of Load Tickets issued during shift; Progress reports; and
    - Any problems encountered or anticipated (provide photos if taken).
- Performing other duties as directed by the DM Field Supervisor.

- Debris Tower/Site Monitors, (duties include, but are not limited to):
    - Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations;
    - Documenting measurements and computations;
    - Completing record of contract haulers' cubic yardage and other record keeping as needed on the load ticket;
    - Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area;
    - Remaining in regular contact with debris management/dispatch center or field supervisor;
    - Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel;
    - Maintain a Site Log and turn in at the end of each shift. Site Log should record the following information:
        - Debris Tower Site/Site Location;
        - Monitor's Name;
        - Supervisor's Name;
        - Number of Load Tickets issued and/or visualized during shift; and
        - Any problems encountered or anticipated (provide photos if taken)
    - Site Log: Each disposal site monitor will maintain a site log that contains the following information:
        - Temporary Disposal Site or landfill site location;
        - Debris Management Site Monitors' Name and Unique ID#;
        - Field Supervisor's Name;
        - Starting and ending Load Out Ticket or Haul Out Ticket numbers;
        - Truck/trailer number and volume of debris hauled into the site;
        - Cumulative total of debris delivered at the site during the shift; and
        - Any problems encountered or anticipated (Include any photos taken).
- Roving Debris Monitors, (duties include, but are not limited to):
    - Observe debris management operations to ensure that only Eligible Debris is removed from the areas designated by County staff;
    - Verify the proper loading and compaction of debris into debris recovery equipment;
    - Verify recovery equipment utilizing the Master Log Book or Searchable Digital Database;
    - Make random stops of Debris Removal Equipment/Trucks to verify load tickets, loads, certification information with the Master Logbook and/or Searchable Digital Database, and conduct random re-measurements of trucks/trailers;
    - Provide a detailed report to designated supervisor at the end of each shift that contains:
        - Sites visited;

    - Random stop information – equipment unique ID #, load ticket was in order, truck matched description, truck/trailer capacity was re-certified, etc.; and
    - Report of any issues observed (operation or safety);
    - Perform other duties as directed by the DM Field Supervisor.
- Clerical/Data Entry Supervisors, (duties include, but are not limited to):
    - Supervising the preparation of detailed estimates and submitting them to designated County staff;
    - Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes; and
    - Providing daily, weekly, and/or other periodic reports for designated County staff, noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.
- Clerical/Data Entry Clerks, (duties include, but are not limited to):
    - Enter load ticket information into the contractor's information management systems;
    - Respond to specific directions from the clerical/data entry supervisor

Subcontractors
The Contractor is encouraged to employ experienced and qualified local sub-contractors. The County may, at its discretion, limit the number of subcontract firms working under the prime or subprime contractor at its sole discretion to ensure safety and quality of work provided.
In its proposal to the County, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

- The Contractor shall provide the County with an updated list of all subcontractors including phone numbers of contact personnel.
- Prior to the County assigning work, the Contractor shall provide the County with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

Unauthorized Alien Workers
The County will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act ("INA"). The COUNTY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

Staffing Requirements – County
The County reserves the right to remove immediately any personnel with or without cause that are deemed unsuitable for the County's recovery effort. Personnel subject to removal under this clause are: County staff full and part-time or temporary; Primary Contractor staff; sub-contractor staff.

The County will provide a Debris Manager to act as Liaison between County staff, FEMA and Contractor. This person will oversee the County's interest in the entire storm Debris Removal operation and assure FEMA and contract compliance.

Load Tickets
A Load Ticket will be used for recording volumes of debris removed and processed. Refer to the guidelines provided in FEMA Manual 325. At a minimum, each ticket will contain the following information:

- Hay County Load Ticket & Event Name (as a title)

- Contractor Name
- Ticket Number
- Load Site Location
- Date
- Load Site Zone
- Truck (Container) Number
- Capacity (Container)
- Total Debris Volume (Quantity)
- Dump Site Name (Location)
- Debris Classification (Vegetation, C&D, Mixed, Other)
- Comment Section
- Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

Load Ticket Process:

- A Load Site Debris Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five copies to the Disposal Site Monitor at the dumpsite, the Monitor will validate, retain one copy and give one copy to the driver, and three copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor). Alternatively, an electronic load ticket system may be utilized by the Contractor, should it conform to FEMA standards.
- The Debris Removal Contractor will not be permitted to unload the debris at a TDSR/dump site without an approved Load Ticket that was supplied by their assigned monitor.
- The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the County.
- The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the TDSR sites. The TDSR Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.
- A Dump Site Debris Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the Monitor. Load measurements will be documented on Load Tickets. The Contractor shall keep a daily updated log, in each TDSR site inspection tower, of all loads received, including the total volume of debris in each load.
- The Contractor shall provide a copy of all daily log sheets at the end of each business day.

Reporting

The DMC shall provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the County), as well as a final report of the debris removal operations. The DMC shall prepare any Project Worksheets and other pertinent report preparation that is required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by the Hays County and designated debris removal contractors.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material, cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in the field, cubic yards/tons by debris type hauled to final disposition and location of final disposal, and total cubic yards/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the County. A final report covering the history of the operations; the locations of debris management sites; remediation and debris management site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

The DMC must provide comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing; and final report and appeal preparation and assistance.

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

Meetings/Communications

- Conduct daily meetings with the County and the DRC.
- Conduct field meetings as needed.
- Provide phone consultations and reference information to County staff upon request
- Assisting the County with responding to public concerns and comments, to include supporting a citizen call-in or survey form for debris that needs to be cut or collected.

Bonds

A letter of bond ability must be included with the submitted RFP. For contractor that will be first on scene, bonds must be furnished within forty-eight (48) hours of activation and prior to commencement of work. All other contractors furnish these bonds within five days of notice to proceed.

- Performance Bond in an amount equal to the full Contract Price conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of the County. The Performance Bond shall remain in force one year after final completion of the work.
- Payment Bond in an amount equal to the full Contract Price solely for the protection of the claimants supplying labor or materials to CONTRACTOR or his subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for at least one year after final completion of the work.

Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Texas. The bonds shall be made payable and acceptable to the County. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Texas or those principal office is maintained in this State, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

Permits

DMC shall:

- Assist the County with any permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
- Assist the County with any pre- or post-sampling of soil and groundwater, and,
- Monitor compliance by the DRCs to any permit requirements.

Community Relations Support Services

In addition, the DMC will be required to provide comprehensive community relations support during all phases of the disaster debris recovery including but not limited to:

- Providing the County with comprehensive progress reports
- Damage complaint investigations and resulting resolution reports
- Media relations
- Preparing any necessary audio/visual products, including factsheets
- Establishing telephone call centers
- Participating in public meetings

Other Related Services

- Perform damage assessments to determine areas impacted, and quantities and types of debris.
- Training of selected County staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with contractors, county, state, and federal agencies as directed by the County's Emergency Management Coordinator or designee.
- Additional Services - Services not specifically identified in any written agreement derived from this request may be added to the agreement upon mutual written consent of the contracting parties without further competition.

Annual Services

DMC shall provide the following annual services at no additional cost to the County:

- Attend one (1)-day (up to 8-hours) annual planning and training activities with the County throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR/DMS site selections, review and update debris removal & monitoring zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling and FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the County**.**
- Prepare and present at the annual meeting, a written plan of operations to the County, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors.
- Review and visit with County staff, the DMS location(s) to be used (as applicable).

Invoicing/Payment

- DMC shall submit invoices monthly to the County.
- DMC shall ensure all contract quantities for both DRC and DMC are documented and recorded according to current federal requirements, including time at disposal sites estimating loads on incoming and outgoing debris loads.
- Maintain a database of all contract quantities and perform DRC invoice verification for the County and resolving any discrepancies that may exist.
- All invoices shall be submitted in an acceptable format to the County in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.
- Payment Schedule: Invoices will be processed for payment only after approval by the County's Emergency Management Coordinator or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the County's Emergency Management Coordinator or designee
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks,

record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.

- No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors. Billable time shall be limited to hours when debris- hauling trucks are in operation. The County's Emergency Management Coordinator or designee shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.
- All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.
- No overtime rates will be paid.
- Final invoice shall be submitted to the County no later than thirty (30) calendar days following final acceptance of the individual task requested by the County.
- Payment of expenses considered incidental to the execution of the contract are at the sole discretion of the County. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a countywide basis would be considered incidental. Furthermore, a test the County will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the County or DMC. The more difficult to predict the expense(s), the more likely the expense will 9 be considered incidental to the contract and paid separately from the contract. The County reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

Public Assistant Consulting Services

As directed by Hays County the Contractor shall provide, but not limited to:

- Identification of eligible emergency and permanent work (Category A-G);
- Damage Assessment
- Assistance in attaining Immediate Needs Funding;
- Prioritization of recovery workload;
- Loss measurement and categorization;
- Insurance evaluation, documentation adjusting and settlement services;
- Project Worksheet formulation, generation and review.
- FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- Appeal services and negotiations;
- Reconstruction and long-term infrastructure planning; and
- Final review of all emergency and permanent work performed.

D. Payments & Fee Schedule

Provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to Hays County for its use in providing documentation of State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.

FEE SCHEDULE: All costs associated with delivering the requested services must be detailed in the format requested on document Attachment A: RFP 2026-P08 Fee Schedule.

- All costs associated with delivering the requested services must be detailed in the format requested on this document, and the contractor guarantees the County that the prices reflected in this proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.
- The hourly labor rates shall include all applicable overhead and profit, lodging, meals, and transportation.

HOURLY RATE PRICING: RFP unit price on quantity specified – extend and show total. In case of errors in extension, Hourly prices shall govern. RFPs subject to unlimited price increase will not be considered. ALL PRICING WILL REMAIN FIRM UNLESS THIS PROPOSAL ALLOWS FOR OPEN MARKET PRICE INCREASES (AS SO SPECIFIED WITHIN). When inserting number of days or percentage in Bid/RFP/RFQ (ex: number of days to deliver or install or complete work, etc. or percentage over offeror's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use one entry for number of days or percentage. If a range is used Hays County will consider the higher number or worst-case scenario from Hays County's standpoint in making RFP comparisons/tabulations.

PAYMENTS (INVOICING): All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by the County. There shall be no retainer paid in order to keep the contract in effect.

RETAINAGE: The County shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the County. Any repairs to private property shall include a signed release from the owner.

FINAL PAYMENT: In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

E. Qualifications

All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County, as well as the items identified on the Submittal Checklist.

- Provide a copy of your Certificate of Insurance;
- Provide copies of occupational licenses for the last three (3) years that document active business in a commercial location providing debris monitoring services for a declared emergency. If the City or County in which the Contractor resides does not provide occupational licenses, alternate documentation acceptable to the County, in its sole opinion, may be provided.
- A summary of any litigation filed against the proposer in the past five (5) years that is related to the services to be provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome and the monetary amounts involved.
- Provide a comprehensive list of contracts (current or prior) represented by type of event, contract value, duration of contract and interaction with Federal, State, and Local emergency agencies.

- Provide a list of other government contracts that you currently have and state where the County would fall in terms of priority.
- Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation contracting, and FEMA appeals assistance.
- **REFERENCES:** Hays County requires respondent to supply with the proposal, a list of at least three (3) references where a minimum of three (3) references within the State of Texas, of similar current and ongoing contracts for a minimum of twelve (12) consecutive months. Include name of company, address, telephone number and name of representative.
    - Provide list of firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are the same or larger to the magnitude for this RFP, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: 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.

F. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms per the Submittal Checklist, addenda from Hays County, and staff resumes)**

Items that count towards the 30-page limit

- **Profile/Experience of the Company**

- Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
- State your firm's bonding capacity. Attach letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.
- Past Performance: Provide list of firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are the same or larger to the magnitude for this RFP, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.
- Provide demonstrated knowledge , experience, and expertise in all requirements and regulations established by the Federal Emergency Management Agency (FEMA) and reimbursement rules and procedures, Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corp of Engineers (USACE), Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in this RFP.
- List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.
- Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles and phone numbers/email addresses.
- Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.
- Current Contracts: Provide list of all of the firm's contractual obligations within Texas for similar disaster debris monitoring services. Include name of public agency, their contact information, FEMA contacts (if available). Describe firm's ability to manage activation of multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from responding to the County with firm's full force of manpower and equipment. '
- Provide Proposer's balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer or an independent Certified Public Accountant and the latest D & B report.
- **Key Personnel**
    - Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
    - Subcontractors: Provide list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors.
    - Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per years and a percentage of total workload for all key project personnel.

- **Capacity to Perform (Methodology/Technical Approach)**

- Equipment: Provide details of firm's fleet, inventory of equipment and supplies that will be available following a disaster event. Include location of warehouse(s) used to store firm's equipment and supplies. The County expects that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.
- Provide your firm's procedures for disaster debris monitoring including but not limited to:
    - Mobilizing procedures (including subcontractors). Provide breakdown of time required to perform each associated task.
    - DMS monitoring procedures, including, truck capacity monitoring, truck load verification, ineligible debris, C & D debris, hazardous waste, HHW, e- waste, white goods, wet debris, soil/mud/sand, vehicles/vessels, putrescent debris, infectious waste, chemical/biological/radiological/nuclear contaminated debris, site safety plan
    - Data management
    - Tracking source location, debris type, and documentation to County and FEMA.
    - Managing subcontractors and field staff
    - Specialized debris removal services
    - Complying with requirements of FEMA, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction and any other governmental agency with jurisdiction
    - Load tickets and associated reporting processes
    - Documenting, tracking, and resolving issues or damages
    - Documenting, tracking and resolving complaints
    - Reporting (daily progress reports, etc.)
    - DRC invoice reconciliation and data management
    - Communications during a disaster event recovery
    - Demobilization
    - Audit support

- **Quality Assurance & Control Plan**
    - Documentation of past safety performance. Include company's safety log summaries to the OSHA and those of proposed subcontractors for 2023, 2024 and 2025 calendar years.
    - Describe the types of problems your firm has encountered on similar projects and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.
    - Employee Training Program
    - Health and Safety program
    - Incident Reporting
    - Quality Control program
    - Vehicle certification procedures
- **Proposed Fee Schedule**
    - Provide compensation schedule on Attachment A: 2026-P08 Fee Schedule. The hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation).

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed thirty (30) pages, fifteen (15) pages front and back, not including the appendix materials.

G. Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated using the material and substantiating evidence presented in the response, and not based on what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation Committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Total Point assignments from each Committee member will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking. **(Maximum Point Total 100)**

Evaluation Criteria	**Maximum Score Points**	**Select a whole number from the list provided for each question (decimal or unlisted rating score are not permitted)**
Proposed Cost (will be assessed by Purchasing)	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL Requirements 12 = Marginally Meets Requirements 6 = Does not meet Requirements
Capacity to Perform, Methodology, Approach to perform services	25	25 = Significantly Exceeds Requirements 20 = Exceeds Requirements 15 = Meets ALL Requirements 10 = Marginally Meets Requirements 5 = Does not meet Requirements
Approach to Quality Control/Quality Assurance	25	25 = Significantly Exceeds Requirements 20 = Exceeds Requirements 15 = Meets ALL Requirements 10 = Marginally Meets Requirements 5 = Does not meet Requirements
Experience of the Company	20	20 = Significantly Exceeds Requirements 16 = Exceeds Requirements 12 = Meets ALL Requirements 8 = Marginally Meets Requirements 4 = Does not meet Requirements
Total Evaluation Points	**100**	

Interview (optional) **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

H. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

I. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;

5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

J. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

LIQUIDATED DAMAGES FOR DELAYS: Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by the County, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the County reserves the right to assess damages in the event that the Contractor

response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the County $750.00 (seven hundred fifty dollars) foe each calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and County acknowledge and agree that said sum above is not a penalty but liquidated damages for breach of contract.

The County and Contractor agree that the damages that will be incurred by the County as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the County in the event of any such delay and not a penalty.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:
    a. "Auditor" means the Hays County Auditor or his/her designee.
    b. "Commissioners Court" means Hays County Commissioners Court.
    c. "Contract" means the contract awarded pursuant to the RFP.
    d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
    e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
    f. "County Building" means any County owned buildings and does not include buildings leased by County.
    g. "Is doing business" and "has done business" mean:
        i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
        ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
        iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
    h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
    i. "Purchasing Agent" means the Hays County Purchasing Agent.
    j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor

712 S Stagecoach Trail, Suite 1094
San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

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

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:
    a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
    b. The Contractor's delivery time includes weekends and holidays.
    c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
    d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
    e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
    f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:
    a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
    b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
    c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS (PROTEST): The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:
    a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
    b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:
    a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
    b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
    c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:
    a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
        i. The existence of the claim, or other action;
        ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
        iii. The alleged basis of the claim, action or proceeding;
        iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
        v. The name or names of any person against whom this claim is being made.
    b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third-party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.

f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

V. Vendor Reference Form

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: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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.

Regarding 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.

VII. 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.**

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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.

VIII. 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.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. 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:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. 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

(if other than Texas, Write state in here _____)

_____
Date

XI. Comptroller Divestment Statute Certification

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

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

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

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

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

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

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

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 complete 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, 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.

- Israel Boycott Certification (TGC 2271.002)
  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.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  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.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  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

XII. 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: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this 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 this 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 Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

I have reviewed the Hays County Tax Assessor-Collector Property Search website for the name and address provided on the solicitation, Offer, and Award form and

□ no properties were identified; or

□ the above listed properties were identified and do not currently owe any taxes; or

□ the above listed properties were identified and currently owe taxes.

_____ _____
Signature Date

_____ _____
Printed Name Title

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. 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."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. 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 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate 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.

6. 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.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, 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.

8. 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 affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. 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. 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.

10. 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.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. 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 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. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. 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.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. 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.

15. Domestic Preference for Procurements (§ 200.322)

(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.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

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 & 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.

XV. 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 sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 37.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Daphne Tenorio

Sponsor: Judge Becerra

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for RFP 2026-P17 Investment Advisor and authorize Purchasing to advertise and solicit for proposals. **BECERRA/INGALSBE/TENORIO/HUNT**

Summary

Hays County, Texas ("County") is seeking proposals from eligible and qualified investment advisory firms who are registered with the Securities and Exchange Commission and the Texas State Securities Board to serve as investment advisor to the Hays County Treasurer, and the County's Investment Committee.

Attachments

RFP 2026-P17 Solicitation

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
1901 Dutton Drive, Ste. E
San Marcos, Texas 78666

Solicitation No.: RFP 2026-P17 Investment Advisor	**Date Issued: July 30, 2026**

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:

11:00 a.m. local time August 25, 2026

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing.bids@hayscountytx.gov	Questions concerning this RFP must be received in writing no later than 5:00 August 12, 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: Mailing Address:		Name: 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

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Attachment A: RFP 2026-P17 Fee Schedule

Attachment B: Investment Policy

I. Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that MUST be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Proposal

____ 3. Attachment A: RFP 2026-P17Fee Schedule

____ 4. Vendor Reference Form

____ 4. Conflict of Interest Disclosure & Questionnaire

____ 5. Related Party Disclosure Form

____ 6. Any addenda applicable to this solicitation

Required Forms by Hays County in Order to Execute a Contract:

____ 1. Code of Ethics

____ 2. HUB Practices

____ 3. House Bill 89 Verification

____ 4. Comptroller Divestment Statute Certification:

- 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 Org. Certification (TGC 2274.002)

____ 5. Debarment & Licensing Certification

____ 6. Vendor/Bidder's Affirmation

____ 7. Federal Affirmations and Solicitation Acceptance

____ 8. System for Award Management (www.SAM.gov) 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, 1901 Dutton Dr., Suite E, 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, 1901 Dutton Dr., Suite E, San Marcos, TX 78666**

II. Summary

1.	**Type of Solicitation:**	Request for Proposal (RFP)
2.	**Solicitation Number:**	RFP 2026-P17 Investment Advisor
3.	**Issuing Office:**	Hays County Purchasing Office 1901 Dutton Drive, Suite E San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope Manual: One (1) Original and one (1) digital copy on a thumb drive, or Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5.	**Deadline for Responses:**	In issuing office no later than: **August 25, 2026; 11:00 a.m. Central Time (CT)**
6.	**Initial Contract Term:**	One year from contract execution date
7.	**Optional Contract Terms:**	four (4), one (1) year renewals
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing.bids@hayscountytx.gov
9.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than August 12, 2026; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this solicitation, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10.	**Addenda:**	Any interpretations, corrections or changes to this solicitation and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal

submission. Any addendum not acknowledged and not included with your bid/proposal will deem your response non-responsive.

11. Conflicts within Solicitation Documents:

In the event that conflicts exist within the solicitation documents, and/or the electronic bidding sites, the following paragraphs shall govern:

A. If there is an identified conflict in the information presented in the Solicitation documents and/or the bidding sites an addendum will Be issued to correct the conflict.

B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

C. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified.

12. 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 Vendor or its representatives. Failure of a Vendor 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.

13. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:
www.bidnetdirect.com/haysCounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

Anticipated Schedule of Events

July 30, 2026	Issuance of RFP
August 12, 2026	Deadline for Submission of Questions (5:00 PM CT)
August 25, 2026	Deadline for Submission of Proposals (11:00 AM CT) **Late proposals will not be accepted.**
October 2026	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is seeking proposals from eligible and qualified investment advisory firms who are registered with the Securities and Exchange Commission and the Texas State Securities Board to serve as investment advisor to the Hays County Treasurer, and the County's Investment Committee. The investment advisor will be a key partner in the management of the County's Investment portfolio, estimated total $80,000,000.00. The County is seeking a firm that can provide these services and willing to be attentive and responsive to the County's needs. The firm shall be expected to optimize interest income as authorized by the County's Investment Policy and in accordance with State law. It is the County's intent to award a contract to the one firm that offers the most advantages to the County by providing investment advisory services at a reasonable cost.

The County Currently maintains the following fund types: General Fund, Special Revenues Funds, Capital Project Funds, Custodial Funds, and a Medical/Dental Internal Service Fund held in the bank depository, certificates of deposit, and Investment Pools.

B. Scope of Work

The County currently has a depository contract with Sage Capital Bank. All County securities will be held at Sage Capital bank in the name Hays County. Day to Day management responsibilities for the investment program is delegated to the Hays County Treasurer. The advisor will receive instructions regarding securities purchases/sales from the Treasurer. The County Auditor or Assistant County Auditor must countersign all investment transactions. The County's investment funds are managed according to the County's approved Investment Policy (Attachment B). The County's Investment Committee generally meets quarterly to review investment performance and strategy, and the advisor is expected to attend these meetings.

Services include, but are not limited to:

- Actively research and provide investment recommendations/opportunities to achieve the investment goals of the County.
- Be a registered Investment Advisor as defined and regulated by the Securities and Exchange Commission and be registered with the Texas State Securities Board.
- Be either completely independent of any financial institution or securities brokerage firm; or fully and continuously disclose any relationships with such financial institution(s) and/or securities brokerage firm(s), and further disclose any commissions, bonuses, or soft-dollar payments resulting from the firm's relationship with the County.
- Indicate full understanding of Investment Policy by submitting a written acknowledgement annually.
- Take no possession of County monies or investment securities, nor have access to or control over such monies and/or securities.
- Be knowledgeable of and comply with Texas State law and the ordinances and policies of Hays County.
- Review investment policy annually and recommend appropriate amendments.
- Review the present investment management procedures and documentation and propose improvements.
- Assist in developing and implementing investment strategies that will enhance portfolio performance under current and anticipated changes in market conditions within the parameters of established investment policies and cash flow needs.

- Make presentations to the County's Investment Committee, as needed, to support recommendations relating to investment strategy.
- Provide non-discretionary management of the County's investment portfolio by acting solely in an advisory and administrative capacity within the guidelines of the County's Investment Policy.
- Provide daily, timely assessments of the market including market reaction to economic events.
- Execute securities purchases/sales upon written instructions from authorized County staff. After a trade is executed, the advisor must confirm to the County by email or fax all details of the trade including the dealers contacted and the prices received. An official trade confirmation must be mailed to the County within five business days of the transaction. The County is responsible for instructing the County's Bank Depository to either accept or deliver securities transacted through the advisor.
- Obtain a minimum of three offers/bids for each trade and provide monthly reports documenting total trades offered and awarded to each dealer.
- Provide detailed monthly reports, in a format specified in State code and acceptable to the County.
- Attend Investment Committee meetings and present quarterly performance reports which shall include current information regarding the creditworthiness of investments in the portfolio, total return comparisons of the County's portfolio to the established index for the quarter and since inception; and market commentary and future outlook as it pertains to the County's portfolio.
- Demonstrate the capacity to research market instruments and evaluate for relative safety, liquidity and yield.
- Keep the County apprised, in the form of a written report, of any proposed or enacted legislative changes that could directly impact the management of the portfolio.

C. Payments & Fee Schedule

The Respondent will provide a description of their compensation methodology and the expected based off $80 million in managed assets. Provide the compensation for services as a flat annual rate, per trade fee with an annual cap, and an hourly rate/per visit charge. The Respondent will also provide all additional costs that could be billed to Hays County under this contract. The County will pick which fee structure is the best for the County.

All respondents are required to fill out Attachment A: RFP 2026-P17 Fee Schedule. The hourly labor rates shall include all applicable overhead and profit, lodging, meals, and transportation.

D. Qualifications

All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The following minimum requirements must be demonstrated in order for the submission to be considered responsive to Hays County, as well as the items identified on the Submittal Checklist.

- Provide a copy of your Certificate of Insurance;
- The vendor shall demonstrate experience as an independent investment advisor for public agencies for the past five (5) years.
- Must be licensed and registered under all appropriate state and federal securities, insurance or bank laws.
- The vendor shall be completely independent of any financial institution or securities brokerage firm or shall fully disclose any such relationships relevant to the firm's relationship to the County.

- The vendor shall be knowledgeable of and adhere to all aspects of the County's Investment Policy and the Public Funds Investment Act regulations and must be a fiduciary to the County by having an affirmative duty of care, loyalty, honesty, and good faith to act in the best interest of the County.
- Provide a copy of your firm's most recent audited financial statements.
- Provide a copy of your firm's FINRA FOCUS reports for the previous six months.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references from governmental entities, particularly municipalities, including the entity's name, address, telephone number, email, and name of representative.

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: 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.

E. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms per the Submittal Checklist, addenda from Hays County, and staff resumes)**

Items that count towards the 30-page limit

- **Profile/Experience of the Company**
  - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
  - Describe the firm's experience in providing investment advisory services to similar organizations, with emphasis on municipalities of the same size and scope as Hays County.

- Identify the types of and number of investment accounts handled by the firm and explain how the addition of the County's account would impact the firm's resources.
- Describe any professional relationships involving the County and explain why such relationships would not constitute a conflict of interest.
- Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles and phone numbers/email addresses.
- Describe any investigation, censure, arbitration, litigation, or conflicts of interest involving the investment advisory services of the firm or any individual that may work on the County's account, including the circumstances, details, and outcome related to any alleged improper, fraudulent, unfair or unethical activities related to the sale of securities, management of public funds, etc.
- Describe the firm's commitment to the public sector and how the firm's investment professionals stay abreast of developments relevant to the investment of public funds, specifically as it relates to Texas and the Public Funds Investment Act.
- Describe the firm's expectation and/or requirements of County staff.
- Provide a copy of the firm's ADV Part 2, as on file with the SEC, and proof of registration with the State of Texas.
- **Key Personnel**
    - Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
    - Subcontractors: Provide list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors.
    - Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per years and a percentage of total workload for all key project personnel.

- **Capacity to Perform (Methodology/Technical Approach)**
    - The firm's philosophy and approach to investment management, including what steps would be taken to ensure the County’s principal investment objectives are met (e.g., safety, liquidity, and yield).
    - The firm's primary strategy or strategies to add value to an investment portfolio, including a suggested approach, plan, and/or timeline to transition from the County's current investments in its depository bank and investment pools.
    - The firm's procedures and methods of portfolio review and client contact.
    - The firm's procedures related to settlement, safekeeping, and custodial procedures.
    - The firm's selection process for broker/dealers and financial institutions, including a description of due diligence procedures. Please indicate if the firm would or would not be amenable to working with the broker/dealers currently approved in the County's Investment Policy.
    - Please describe the methods used to calculate yield and to evaluate the performance of various investments, broker/dealers, etc.
    - Please include any sample reports that would be available to the County, including frequency of distribution.
- **Proposed Fee Schedule**
  Provide compensation schedule on Attachment A: 2026-P17 Fee Schedule. Provide the compensation for services as a flat annual rate, per trade fee with an annual cap, and an hourly rate/per visit charge. The Respondent will also provide all additional costs that could be billed to Hays County under this contract. The County will pick which fee structure is the best for the County.

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed thirty (30) pages, fifteen (15) pages front and back, not including the appendix materials.

F. Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated using the material and substantiating evidence presented in the response, and not based on what is inferred.

After thoroughly reading and reviewing this RFP, each Evaluation Committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Total Point assignments from each Committee member will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking. **(Maximum Point Total 100)**

Evaluation Criteria	**Maximum Score Points**	**Select a whole number from the list provided for each question (decimal or unlisted rating score are not permitted)**
Experience and Qualifications of the Company	40	40 = Significantly Exceeds Requirements 32 = Exceeds Requirements 24 = Meets ALL Requirements 16 = Marginally Meets Requirements 8 = Does not meet Requirements
Proposed Cost (will be assessed by Purchasing)	35	35 = Significantly Exceeds Requirements 28 = Exceeds Requirements 21 = Meets ALL Requirements 14 = Marginally Meets Requirements 7 = Does not meet Requirements
Capacity to Perform, Methodology, Approach to perform services	25	25 = Significantly Exceeds Requirements 20 = Exceeds Requirements 15 = Meets ALL Requirements 10 = Marginally Meets Requirements 5 = Does not meet Requirements
Total Evaluation Points	**100**	

Interview (optional) **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

G. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Agent and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;

5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:
    a. "Auditor" means the Hays County Auditor or his/her designee.
    b. "Commissioners Court" means Hays County Commissioners Court.
    c. "Contract" means the contract awarded pursuant to the RFP.
    d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
    e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
    f. "County Building" means any County owned buildings and does not include buildings leased by County.
    g. "Is doing business" and "has done business" mean:
        i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
        ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
        iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
    h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
    i. "Purchasing Agent" means the Hays County Purchasing Agent.
    j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor

712 S Stagecoach Trail, Suite 1094
San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

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

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:
    a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
    b. The Contractor's delivery time includes weekends and holidays.
    c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
    d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
    e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
    f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:
    a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
    b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
    c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS (PROTEST): The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:
    a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
    b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:
    a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
    b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
    c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:
    a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
        i. The existence of the claim, or other action;
        ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
        iii. The alleged basis of the claim, action or proceeding;
        iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
        v. The name or names of any person against whom this claim is being made.
    b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the Respondent and its Principals, at the time of submission did not have an exclusion record created in the System for Award Management (SAM.gov) website, which indicates an individual or entity is prohibited from receiving federal contracts, subcontracts, and certain types of federal financial and non-financial assistance. In the event an exclusion record is created between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third-party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.

f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:
    a. The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

V. Vendor Reference Form

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: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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.

Regarding 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.

VII. 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.**

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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.

VIII. 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.

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

IX. 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:

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

DATE: _____

X. 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

(if other than Texas, Write state in here _____)

_____
Date

XI. Comptroller Divestment Statute Certification

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

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

(only complete if an exclusion applies)

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

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

(only complete if an exclusion applies)

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

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 complete 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.

_____

Company Name Date

_____

Print Name of Company Representative Signature of Company Representative

Certification Check Performed by Hays County Purchasing

_____

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, 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.

- Israel Boycott Certification (TGC 2271.002)
  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.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  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.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  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

XII. 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: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this 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 this 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 Date

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Purchasing Office Review:

I have reviewed the Hays County Tax Assessor-Collector Property Search website for the name and address provided on the solicitation, Offer, and Award form and

□ no properties were identified; or

□ the above listed properties were identified and do not currently owe any taxes; or

□ the above listed properties were identified and currently owe taxes.

_____ _____
Signature Date

_____ _____
Printed Name Title

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. 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."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. 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 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate 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.

6. 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.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, 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.

8. 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 affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. 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. 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.

10. 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.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. 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 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. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. 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.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. 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.

15. Domestic Preference for Procurements (§ 200.322)

(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.

16. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

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 & 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.

XV. 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 sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM: G. 38.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, County Court at Law & District Courts

Sponsor: Judge Becerra

Agenda Item:

Approve the renewal of RFP 2024-P05 Delinquent District & County Court Fines & Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP for one (1) additional year. **BECERRA/HUNT**

Summary:

RFP 2024-P05 Delinquent District & County Court Fines & Fees Collection Services is scheduled to expire on July 31, 2026, and the District & County Court Judges would like to renew the contract for one additional year.

Fiscal Impact:

Amount Requested: Per fees schedule in solicitation.
Line Item Number: N/A

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: RFP 2024-P05 Delinquent District & County Court Fines & Fees Collection Services

Auditor's Office:

G/L Account Validated Y/N?: N/A
New Revenue Y/N?: N/A
Comments: Delinquent court costs collected are allocated to the County General Ledger revenue accounts based on case information.

Attachments

(PE) RFP 2024-P05 - Renewal 2

HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB - Purchasing Agent
1901 Dutton Drive, Suite E • San Marcos, Texas 78666
512-393-2267 • purchasing.bids@hayscountytx.gov

July 20, 2026

Linebarger Goggan Blair & Sampson, LLP
Terrace 2, 2700 Via Fortuna Drive, Ste. 500
Austin, TX 78746

RE: Annual contract renewal

The annual contract for RFP 2024-P05 Delinquent District and County Court Fines and Fees Collection Services expires on July 31, 2026. This letter will serve as official notice that Hays County would like to exercise its second (2nd) option to renew the existing contract for one (1) additional year effective August 1, 2026 – July 31, 2027, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you agree with the renewal terms, please acknowledge by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners' Court, a fully executed copy will be returned to you for your files.

Please email purchasing.bids@hayscountytx.gov if you wish to make modifications to the contract or have any questions.

Sincerely,

Stephanie Hunt

Stephanie Hunt, CPPB
Hays County Purchasing Agent

Signature	Company: Linebarger Law Firm
Printed Name: Steve Bird	Date: 7/20/26

Approved by the Hays County Commissioners' Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM: G. 39.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve the renewal of RFP 2022-P08 HVAC - Preventative Maintenance & Repair Services, Jail with SI Mechanical, Inc. for one (1) additional year, effective July 19, 2026. **INGALSBE/HIPOLITO/HUNT**

Summary:

RFP 2022-P08 HVAC - Preventative Maintenance & Repair Services, Jail expired on July 18, 2026, and the Sheriff's Office would like to renew this contract for one (1) additional year.

Fiscal Impact:

Amount Requested: Pricing per bid tab
Line Item Number: 001-618-03]

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: RFP 2022-P08 HVAC - Preventative Maintenance & Repair Services, Jail

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Renewal 4 - RFP 2022-P08

HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB - Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012 ● San Marcos, Texas 78666
512-393-2267 ● purchasing.bids@hayscountytx.gov

July 13, 2026

Si Mechanical, LLC
P.O. Box 1589
Buda, Tx 78610

RE: Annual contract renewal

The annual contract for RFP 2022-P08 HVAC - Maintenance & Repair Services, Jail, is scheduled to expire on July 18, 2026. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) and final option to renew the existing contract for one (1) additional year effective July 19, 2026 – July 18, 2027, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract.

If you are in agreement with the renewal terms, please acknowledge by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing.bids@hayscountytx.gov if you wish to make modifications to the contract or have any questions.

Sincerely,

Stephanie Hunt

Stephanie Hunt, CPPB
Hays County Purchasing Agent

Signature	Company
Printed Name	Date

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM: G. 40.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Justice of the Peace

Sponsor: Judge Becerra

Agenda Item:

Approve the renewal of RFP 2024-P01 Delinquent Justice Court Fines & Fees Collection Services with McCreary, Veselka, Bragg & Allen, P.C. for one (1) additional year. **BECERRA/HUNT**

Summary:

RFP 2024-P01 Delinquent Justice Court Fines & Fees Collection Services is scheduled to expire on July 31, 2026, and all the Justices of the Peace would like to renew the contract for one additional year.

Fiscal Impact:

Amount Requested: Per fees set in solicitation.
Line Item Number: N/A

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: RFP 2024-P01 Delinquent Justice Court Fines & Fees Collection Services

Auditor's Office:

G/L Account Validated Y/N?: N/A
New Revenue Y/N?: N/A
Comments: Delinquent court costs collected are allocated to the County General Ledger revenue accounts based on case information.

Attachments

(PE) RFP 2024-P01 - Renewal 2

HAYS COUNTY PURCHASING OFFICE
Stephanie Hunt, CPPB, Purchasing Agent
1901 Dutton Drive, Suite E • San Marcos, Texas 78666
512-393-2267 • purchasing.bids@hayscountytx.gov

June 2, 2026

McCreary, Veselka, Bragg & Allen, P.C.
700 Jeffrey Way, Ste. 100
PO Box 1269
Round Rock, TX 78680

RE: Annual Contract Renewal

The annual contract for RFP 2024-P01 Delinquent Justice Court Fines and Fees Collection Services expires on July 31, 2026. This letter will serve as official notice that Hays County would like to exercise its second (2nd) option to renew the existing contract for one (1) additional year effective August 1, 2026 – July 31, 2027, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you agree with the renewal terms, please acknowledge by signing below, and return to the purchasing email. Upon approval by the Hays County Commissioners' Court, a fully executed copy will be returned to you for your files.

Please email purchasing.bids@hayscountytx.gov if you wish to make modifications to the contract or have any questions.

Sincerely,

Stephanie Hunt

Stephanie Hunt
Hays County Purchasing Agent

Tacie Zelhart — McCreary Veselka Bragg+Allen, PC
Signature — Company
Tacie Zelhart — June 5, 2026
Printed Name — Date

Approved by the Hays County Commissioners' Court on: _____

_____
Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM: I. 1.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones

Sponsor: Commissioner Hammer

Agenda Item

Hold a public hearing with possible action to change the yield sign to a stop sign at the intersection of Creek Road at Mt. Gainor. **HAMMER/A.JONES**

Summary

In a response to local residents, the poor sight visibility and risk of collision, there is a need to establish a stop sign at the intersection of Creek Road at Mt. Gainor. (See attached map)

Attachments

Map

Creek Rd./Mt. Gainor
Changing yield sign to stop sign at intersection.
High Bluff Rd
Creek Rd
Mt Gainor Rd
190
220
Location of new stop sign
Google Earth
N

AGENDA ITEM REQUEST FORM: I. 2.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones

Sponsor: Commissioner Hammer

Agenda Item

Hold a public hearing with possible action to change the yield sign to a stop sign at the intersection of Sachtleben Road at Wayside Dr. **HAMMER/A.JONES**

Summary

In response to local residents, the poor visibility and risk of collision, there is a need to establish a stop sign at the intersection of Sachtleben Road at Wayside Drive.

Attachments

Map

Sachtleben Rd./Wayside Dr.
Change Yield Sign to Stop Sign.
Location of new stop sign
Wayside Dr
Oak Run Dr
Oak Run Dr
179
180
179
Google Earth
N

AGENDA ITEM REQUEST FORM: I. 3.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to call for a public hearing on August 11, 2026, to establish a "No Parking" zone along Mesa Verde Drive within Belterra Subdivision. **SMITH/AJONES**

Summary

In response to a request by Hays County Water Control Improvement District #2 for Pinnacle Park, there is a need to establish a "No Parking" zone along Mesa Verde Drive within Belterra Subdivision. (See attached map)

Attachments

Map

Mesa Verde Dr
No Parking Zone
Legend
Mesa Verde Drive
No Parking Zone
Medina Hills Ct
Mesa Verde Dr
Angelina Valley Drive
Google Earth
Image Landsat / Copernicus
N
600 ft

AGENDA ITEM REQUEST FORM: I. 4.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on August 11, 2026 to establish a "No Parking" zone along Science Hall Loop. **INGALSBE/AJONES**

Summary

In response to an issue with parking within the roadway blocking residents access to their driveways and the flow of traffic. (see attached map)

Attachments

Map

Science Hall Loop
No Parking Zone
Legend
Cherry Ln
Science Hall Ln
No Parking
Google Earth
Image Landsat / Copernicus
N
300 ft

AGENDA ITEM REQUEST FORM: I. 5.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-87) between Hays County and Bowman Consulting, Group, Ltd. to provide engineering services for the Cotton Gin Road (CR 129) project in Precinct 1. **INGALSBE/AJONES**

Summary:

Bowman Consulting Group, Ltd. has been prequalified by Hays County for the requested services on Cotton Gin Road (CR 129) through RFQ 2026-Q02 and was selected by Commissioners Court action on June 9, 2026, Item No.I9. The Professional Services Agreement includes a compensation cap of $298,260.00. The project includes rehabilitation and widening of Cotton Gin Road, including full-depth roadway reconstruction, addition of 4-foot shoulders, grading, lime-treated subgrade, asphalt paving, signage, pavement markings, guardrails, culvert improvements, driveway adjustments, and realignment of the Plum Creek Road intersection. 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: $298,260.00
Line Item Number: 036-801-96-528.5621_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?:
Comments: RFQ 2026-Q02 Professional Engineerig Services Pool

Auditor's Office:

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

Cotton Gin Rd-Bomwan-WA01
2026-PSA-87

WORK AUTHORIZATION NO. _1_

PROJECT: _COTTON GIN ROAD (CR 129)_

_

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated **July ____, 2026** and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and **Bowman Consulting Group, Ltd.** (the "Engineer").

Part 1. 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 **298,260.00**.

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 **March 31, 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 by execution of both parties.

Continued Next Page

ENGINEER:

[Bowman Consulting Group, Ltd.]

By: _____
Signature

Nicholas G. Kehl, P.E.
Printed Name

Principal - Regional Leader
Title

07/07/2026
Date

COUNTY:

Hays County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Carlos Lopez at 9:35 am, Jul 14, 2026

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

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR COTTON GIN ROAD (CR 129)

In general, Hays County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the **[Engineer]**, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the **[Engineer]** to maintain the project work schedule. Review recommendations offered by the **[Engineer]**, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Provide a summary of prior communications with impacted landowners, related to this project.

11. Post and maintain project information for public consumption on the County website.

12. Assist with Coordination between the **[Engineer]** and the County's other Consultants.

13. Negotiate with all utility companies for any agreements and/or relocations required.

14. Provide an agent as necessary to secure proposed ROW/easements and relocate/remove improvements on proposed ROW.

15. Provide any appraisal prepared for or obtained by the County in the last ten (10) years related to the whole property impacted by acquisition.

16. Provide templates for any documents to be used in the performance of the services to be signed by landowners to include the deed, easement, other applicable conveyance instruments, and the purchase contract/agreement.

17. Approve documents Consultant prepares for Notice of Intent to Acquire, Initial Offer Letter, and Final Offer Letter prior to submittal to the landowner.

18. Provide field notes and survey plats that show exceptions listed on the title commitment that impact the area of the taking.

19. Provide construction observation and review contractor pay applications and progress.

20. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

21. Review Engineer's progress, submittals, and plan changes.

22. Review Consultant's progress and submittals.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR COTTON GIN ROAD (CR 129)

PROJECT DESCRIPTION

Project Limits

The project limits extend from the intersection of Cotton Gin Road (CR 129) and Bonanza Street to the intersection of Cotton Gin Road and Camino Road (SH 21) in Hays County and the City of Uhland (Project Length is 2.286 Miles).

Existing Facility

Existing Cotton Gin Road (CR 129) consists of two travel lanes, one in each direction each approximately 10' wide, no shoulders, and limited drainage and stormwater infrastructure.

Proposed Facility

The project includes the rehabilitation of the existing Cotton Gin Road (1 travel lane in each direction) including full-depth reconstruction and widening to provide 4' shoulders. Reconstruction will include grading, lime treated subgrade, asphalt, signing, pavement markings, guide rail, culverts, driveway adjustments and intersection realignment with Plum Creek Road.

Design Criteria

The design standards for Hays County/City of Austin/ TxDOT have been used for the project. The posted and design speeds and functional classification are listed below:

Cotton Gin Road (CR 129)

Posted Speed: 30 MPH; Design Speed: 35 MPH

Functional Classification: Minor Collector

1. PROJECT MANAGEMENT

    a. Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (**10** months assumed):

- Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- For each deliverable, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.

- Correspondence and coordination will be handled through & with the concurrence of the GEC.

- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

- The Engineer shall utilize the County's document control system, ProjectWise, to assure the appropriate control of documentation and reporting. The Engineer shall maintain and upload complete and accurate records of design documents in County's File System, ProjectWise. This library will contain all

pertinent Project documentation and will include, but is not limited to, copies of the following:

- Agreements
- Permits
- Reports
- Design Submittals
- Correspondence
- Exhibits
- Native Files
- Meetings Minutes
- Agendas

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's document control system.

e. PROGRESS/COORDINATION MEETINGS (10 monthly (as needed) meetings assumed, 4 external meetings assumed):

- Attend a biweekly meeting and coordination/progress meeting with the County, GEC, and City of Uhland as necessary to communicate development of the project and design issues. Updates shall include activities completed, upcoming action items, activities required by next meeting, issues encountered, information or items required from other agencies/consultants, late activities, solutions for unresolved and/or anticipated problems, and any outstanding items needed to complete required deliverables.

- Prepare agenda and sign-in sheets for external coordination/progress meetings.

- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

- Conduct internal coordination meetings as required to advance the development of the project.

f. PROJECT SCHEDULE:

- Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages, and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

g. DELIVERABLES:

- Monthly Invoices and Progress Reports
- Project Specific QA/QC Plan
- QA/QC Documentation with Deliverables
- Project Files
- Meeting Minutes, Sign-In Sheets, and Agendas
- Baseline and Progress Schedules

2. RIGHT OF WAY (ROW) SUPPORT

a. ROW STAKING (**23** parcels assumed):

- Stake proposed right of way with suitable markers every 50 feet (8 trips assumed) as requested on a parcel-by-parcel basis for the purposes of fence construction, utility installation, or property owner requests.

3. UTILITY SUPPORT

a. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- Incorporate utility information provided by others into design files.
- Add utility notes to plans and exhibits as necessary.
- Consider and incorporate utility work into traffic control phasing plans as necessary for joint bid utility relocations.

b. UTILITY MEETINGS (**6** meetings assumed):

- Attend meetings with utility companies as requested.

c. DELIVERABLES:

- Utility information incorporated into plans and design files.

4. PLAN PREPARATION

a. Plans shall be prepared per Hays County and TxDOT criteria including applicable submittal requirements per PS&E Development Plan Submittal Checklist including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

b. The updated design includes the following changes:

- Intersection of Webb Street & Cotton Gin Road (including truck turning analysis)
- Webb Street Interim Condition
- New Intersection at Station 235+50
- Changes due to development along Cotton Gin Road
- Plan modifications due to removal of Parcels 43 - 48
- Driveway 89, Parcel 41 modifications due to ROW Acquisition agreement
- Plum Creek Conservation District Gate replacement

c. Resubmission of the 100% PS&E plan package (Final PS&E) and associated documentation in response to the GEC review and subsequent coordination.

d. WATER QUALITY:

- Prepare updated Stormwater Pollution Prevention Plan (SWPPP or SWP3) and EPIC Sheet. Stormwater Pollution Prevention Plan (SWP3) As required by the General Permit TXR150000, Bowman will prepare one (1) Stormwater Pollution Prevention Plan (SWP3) for the Project. The fee does not include any associated permit fees, or any required construction inspections and reporting required under SWP3.

Bowman will utilize the project plans to update the SWP3, to include site descriptions, all stormwater designs, best management practices for erosion and sediment controls, site grading and drainage, revegetation, maintenance, and inspection procedures, as well as compliance with federal, state, and local regulations. Bowman will submit the NOI to TCEQ at least 48 hours prior to

ground disturbing activities. The County will be required to post the SWPPP at the construction site. This task includes up to two meetings with the client for coordination and document review purposes.

e. DELIVERABLES:

- Final PS&E Submittal
- Final Stormwater Pollution Prevention Plan (SWP3)

5. BIDDING PHASE SERVICES

a. BIDDING PHASE SERVICES:

- Prepare all applicable construction documents for bidding including final signed and sealed plans with any joint bid utility plans incorporated; final general notes, specification list, special specifications, and signed & sealed cover for project construction manual. Final construction time determination which also includes any joint bid utilities.
- Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder.

b. DELIVERABLES:

- Signed and sealed final bid documents
- Addenda as necessary
- Bid analysis and recommendation for award

6. DELIVERABLES

a. DOCUMENTS:

- All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

7. PS&E UTILITY COORDINATION (**Final** milestones assumed):

a. MAINTAIN UTILITY LAYOUT:

- The Engineer shall update the existing utility layout in the latest version of AutoCAD using base topo/survey files and design files from each milestone. This layout will be utilized to update conflict assessment, monitor necessity of relocations, and evaluate alternatives. Information is based on the best available records.

b. MILESTONE NOTIFICATION LETTERS:

- The Engineer will prepare, and mail written notification letters to all known Utility Owners within and adjacent to the project site. A USB will be included with the letter containing design plan sheets at each milestone (*.pdf and *.dwg format).

c. MAINTAIN CONFLICT ASSESSMENT:

- The Engineer will determine which utilities will conflict with roadway improvements, using County and TxDOT guidelines based on the design plans at each milestone and make the utility company aware of these conflicts.

- A detailed list and conflict exhibit will be updated at each milestone and will be communicated with the Utility Owners and design team at each milestone.

d. INDIVIDUAL UTILITY MEETINGS (3 external meetings assumed at each milestone):

- The Engineer shall establish contact with existing Utility Companies within and adjacent to the Project and set up individual meetings (virtual or in-person) to discuss concepts and options for construction based on the design plans at each milestone. This meeting will include meeting preparation, travel time, meeting, and follow-up meeting minutes. The Engineer will set agenda for coordination meetings as directed by the County and GEC.

- The Engineer shall inform each utility in conflict and request they develop a relocation plan. The Engineer will assist utilities in determining the most efficient relocation to help meet the project letting schedule.

- The Engineer shall stay in regular communication with all utility companies until utility relocation is cleared.

e. EVALUATE RELOCATION ALTERNATIVES:

- The Engineer shall evaluate relocation options for utilities identified as conflicting with the proposed roadway improvements at each milestone. This evaluation will take into consideration the scheduling and sequencing of each relocation with the proposed roadway construction.

- The Engineer will make recommendations where Quality Level A SUE is necessary to clear and confirm conflicts.

f. HIGH PRIORITY PARCELS AND UTILITY EASEMENTS:

- The Engineer shall identify critical parcels needed for long-lead utility relocations and parcels where utilities require easements for relocation and coordinate with the County and GEC.

g. RELOCATION SCHEDULE:

- The Engineer will review the utility adjustment schedule in relation to construction sequencing and schedule for timely relocation of the utility per Hays County and TxDOT guidelines. The Engineer will coordinate with the County and GEC on estimated construction durations for utility relocations to accommodate roadway construction schedule and sequencing.

h. UTILITY CERTIFICATIONS:

- The Engineer will obtain utility clearance dates from Utility Companies and prepare utility certifications and special provision for inclusion in roadway Milestone submittals.

- The Engineer will prepare utility clearance letters per Hays County Construction Utility Conflict Guide and Escalation guidance for all applicable utilities.

i. SECURE REIMBURSABLE AND NON-REIMBURSABLE AGREEMENTS (1 reimbursable agreement assumed):

- The Engineer will coordinate with each utility owner and assist with preparing required agreement, utilizing the applicable approved template, or permit forms needed for utility relocations.

- The Engineer will coordinate with each utility owner to identify compensable interest. The Engineer will determine whether a compensable interest exists and the owner's degree of eligibility. The Engineer will determine whether a betterment exists.

- The Engineer shall assist the utility companies in the preparation of required agreements. The Engineer will secure required utility relocation plans, permits and agreements for both reimbursable and non-reimbursable adjustments. Agreements will be prepared utilizing Hays County agreement forms. The Engineer shall furnish the appropriate form to the utility company.

- The Engineer shall review utility relocation plans to ensure compliance with **Hays County** design criteria and to ensure that the proposed relocation will not conflict with proposed roadway improvements. Relocation plan reviews are for compliance with proposed location data. The responsibility for quality and accuracy of utility adjustment plans will remain with the Utility Company.

j. UTILITY INVOICES (2 assumed):

- The Engineer shall review utility payment requests for reimbursement to verify all necessary support documentation required for reimbursement is included and compliance with the executed utility agreements, including amendments/supplementals to utility agreements required to process the submitted invoice.

- If needed, the Engineer will review for accuracy and coordinate with the utility owner on any items missing or needing further clarification and shall request any missing documentation required to support the invoice from the utility.

- After completion of the review, the Engineer will compile invoice package with supporting documentation and Engineer recommendation for payment, or partial payment, and submit to County and GEC for final approval and processing.

k. DELIVERABLES:

- Existing Utility Layout Milestone Updates

- Milestone Notification Letters

- Milestone Conflict Assessment (Matrix and Map)

- Milestone Individual Utility Meeting Agenda, Sign-In Sheet, Meeting Minutes
- Evaluate Relocation Alternatives
- Identify High Priority Parcels
- Utility Relocation Schedules
- TxDOT Utility Clearance Letter Forms
- Milestone Utility Certification
- Special Provision
- Utility Clearance Letters per Escalation Guidance
- Reimbursable and Non-Reimbursable Utility agreements
- Utility Plan Reviews
- Utility Invoice Reviews

8. EXCLUSIONS

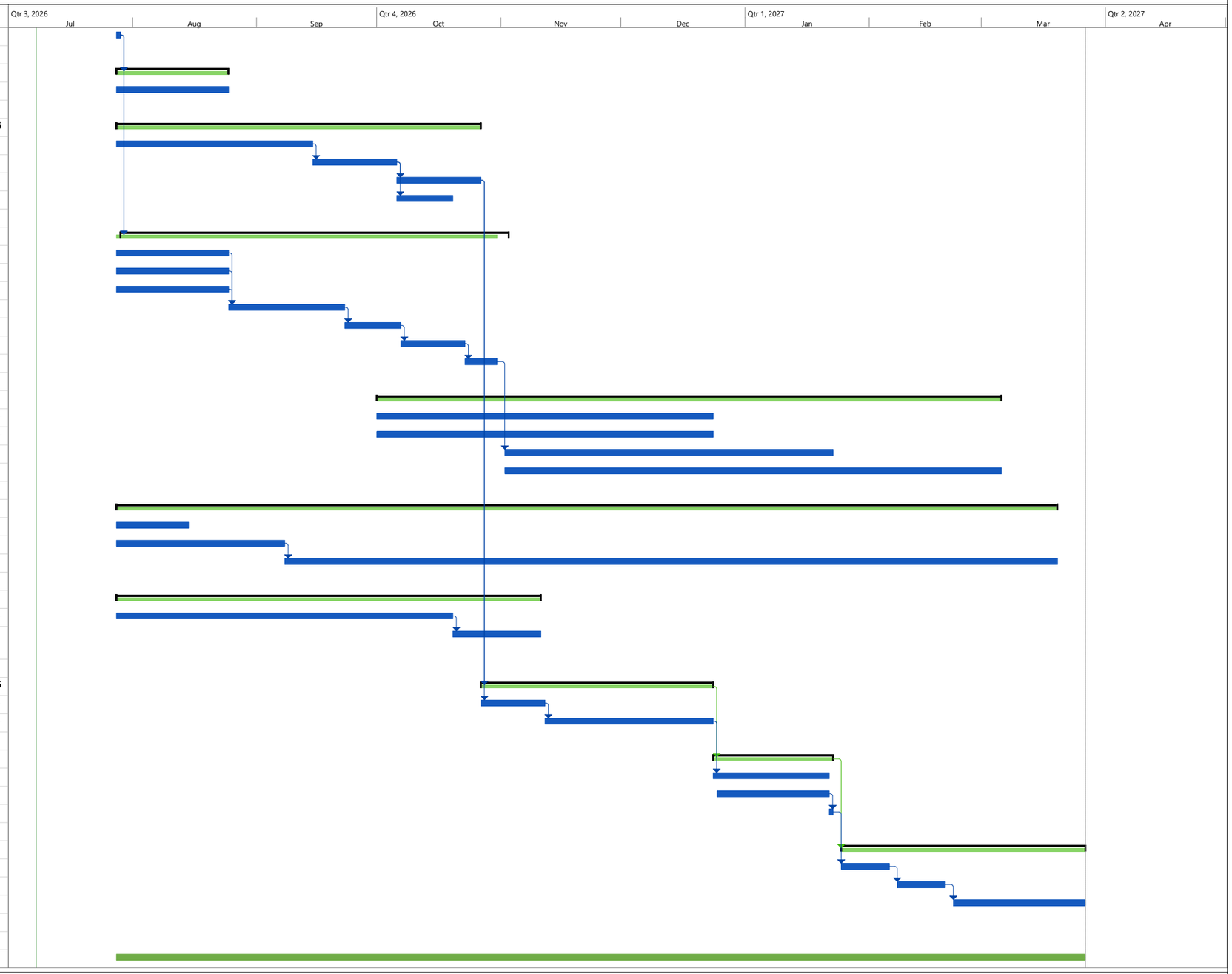
   a. Property Owner Coordination:

      - The County and its representatives will coordinate with property owners regarding the project schedule and establishing the timeframe for staking out R/W for fenceline relocations.

ATTACHMENT C - WORK SCHEDULE

Bowman

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Work Contract Authorization Executed (07/28/2026)**	**1 day**	**Tue 7/28/26**	**Tue 7/28/26**
2					
3		**Survey**	**20 days**	**Tue 7/28/26**	**Mon 8/24/26**
4		R/W Fence Staking for Relocations	20 days	Tue 7/28/26	Mon 8/24/26
5					
6		**Final Engineering/Plan Preparation**	**65 days**	**Tue 7/28/26**	**Mon 10/26/26**
7		Preparation of Final PS&E	35 days	**Tue 7/28/26**	Mon 9/14/26
8		Hays County Review Final PS&E	15 days	Tue 9/15/26	Mon 10/5/26
9		Review & Address Final Comments and Submit PS&E	15 days	Tue 10/6/26	Mon 10/26/26
10		Stormwater Pollution Prevention Plan	10 days	Tue 10/6/26	Mon 10/19/26
11					
12		**PS&E Utility Coordination**	**69 days**	**Wed 7/29/26**	**Mon 11/2/26**
13		Utility Coordination Maps with Utility Relocation	20 days	**Tue 7/28/26**	Mon 8/24/26
14		Utility Matrix and Conflict Resolution	20 days	**Tue 7/28/26**	Mon 8/24/26
15		Replacement Easement Exhibit (If Necessary)	20 days	**Tue 7/28/26**	Mon 8/24/26
16		Final Utility Certifications	21 days	Tue 8/25/26	Tue 9/22/26
17		Estimate and Relocation Schedule	10 days	Wed 9/23/26	Tue 10/6/26
18		Receipt of Final Utility Designs	12 days	Wed 10/7/26	Thu 10/22/26
19		Secure Reimbursable and Non-Reimbursable Agreements	6 days	Fri 10/23/26	Fri 10/30/26
20					
21		**Utility Relocation & Coordination (Pre-Bid Due Date)**	**112 days**	**Thu 10/1/26**	**Fri 3/5/27**
22		AT&T Structures & Communication Lines	60 days	**Thu 10/1/26**	Wed 12/23/26
23		Bluebonnet Electric OH & Poles	60 days	**Thu 10/1/26**	Wed 12/23/26
24		Pedernales Electric OH & Poles	60 days	**Mon 11/2/26**	Fri 1/22/27
25		Spectrum OH	90 days	**Mon 11/2/26**	Fri 3/5/27
26					
27		**Project Management & Coordination Meetings**	**169 days**	**Tue 7/28/26**	**Fri 3/19/27**
28		Quality Assurance and Quality Control Plan (QA/QC)	14 days	**Tue 7/28/26**	Fri 8/14/26
29		Project Baseline Schedule	30 days	Tue 7/28/26	Mon 9/7/26
30		Project Schedule Updates	139 days	Tue 9/8/26	**Fri 3/19/27**
31					
32		**Right of Way Coordination**	**76 days**	**Tue 7/28/26**	**Tue 11/10/26**
33		Review Right of Way Acquisitions	60 days	**Tue 7/28/26**	Mon 10/19/26
34		Closing Conveyance or Possesion & Use Agreement (Assumes No Condemnation)	16 days	Tue 10/20/26	Tue 11/10/26
35					
36		**Preparation for Bid Phase**	**42 days**	**Tue 10/27/26**	**Wed 12/23/26**
37		Bowman and Hays County to coordinate Bid Documents	12 days	Tue 10/27/26	Wed 11/11/26
38		Hays County Prepare Final Bid Package	30 days	Thu 11/12/26	Wed 12/23/26
39					
40		**Bid Phase**	**22 days**	**Thu 12/24/26**	**Fri 1/22/27**
41		Hays County Advertise for Bid	21 days	Thu 12/24/26	Thu 1/21/27
42		Contractors Prepare Bids	20 days	Fri 12/25/26	Thu 1/21/27
43		Bid Opening	1 day	Fri 1/22/27	Fri 1/22/27
44					
45		**Recommendation & Award Contract**	**45 days**	**Mon 1/25/27**	**Fri 3/26/27**
46		Hays County Tabulate Bids	10 days	Mon 1/25/27	Fri 2/5/27
47		Bowman & Hays County Recommend Contractor	10 days	Mon 2/8/27	Fri 2/19/27
48		Hays County Award Construction Contract	25 days	Mon 2/22/27	Fri 3/26/27
49					
50		**Completion Date**	**174 days**	**Tue 7/28/26**	Fri 3/26/27
51		Completed	174 days	**Tue 7/28/26**	Fri 3/26/27



Cotton Gin Ph 2 - Project Milestone Schedule
Date: Wed 7/8/26

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ATTACHMENT D - FEE SCHEDULE

June 29, 2026
Cotton Gin Road (CR 129)

Engineering

Task Number	Description	A $320	B $285	C $250	D $200	E $180	F $160	G $190	H $180	I $170	J $195	K $97	M $180	R $160	S $125	Total Labor Hours	Budget	% Total
1	**Project Management (ENG) - Additional 10 months**	**30**	**200**			**40**						**20**				**290**	**$ 75,740.00**	
	Project Management	14	120													134	$ 38,680.00	13.17%
	Agency Meetings & Coordination (ENG) - Additional 10 months	16	80			40						20				156	$ 37,060.00	12.62%
2	**Staking New ROW Line for Fence Relocations (SUR)**								**12**	**20**	**80**					**112**	**$ 21,160.00**	7.21%
3	**Utility Support (ENG) - Additional 10 months**	**12**	**48**			**80**						**8**				**148**	**$ 32,696.00**	11.13%
4	**Plan Preparation (ENG)**	**16**	**64**	**40**		**160**		**96**								**376**	**$ 80,400.00**	
	Roadway (Construction Plans, Specs & Cost Estimate (PS&E) (ENG))	8	48	40		120		96								312	$ 66,080.00	22.50%
	SWP3 (ENG)	8	16			40										64	$ 14,320.00	4.88%
5	**Bid Phase Services (ENG)**	**8**	**20**	**16**		**60**										**104**	**$ 23,060.00**	7.85%
6	**Deliverables (ENG)**	**8**	**8**			**20**		**40**				**8**				**84**	**$ 16,816.00**	5.73%
7	**PS&E Utility Coordination (ENG)**	**16**	**48**			**100**						**24**				**188**	**$ 39,128.00**	13.32%
	Total Direct Labor Cost:	136	652	96	0	660	0	232	12	20	80	32	0	0	0	1968	**$ 293,660.00**	32%
	% of Total Hours by Labor Classification:	6.91%	33.13%	4.88%	0.00%	33.54%	0.00%	11.79%	0.61%	1.02%	4.07%	1.63%	0.00%	0.00%	0.00%			

Labor Categories	
A =	Branch Manager
B =	Team Lead
C =	Senior Project Manager
D =	Engineer III
E =	Engineer II
F =	Engineer I
G =	Designer III
H =	Project Surveyor
I =	Survey Technician III
J =	Survey Field Crew - 2 Man
K =	Administrative Professional
M =	Environmental Project Manager II
R =	Environmental Scientist II
S =	Environemntal Scientist I

Total Project Direct Costs	
T-Posts for R/W Stakeout	$ 800.00
Printing and Reproduction	$ 2,000.00
Travel	$ 1,000.00
Delivery and Services	$ 800.00
TOTAL DIRECT COSTS:	**$ 4,600.00**

TOTAL SURVEY, ENGINEERING, AND ENVIRONMENTAL COSTS:	**$ 298,260.00**

40 Hour Weeks:	3	16	2	0	17	0	6	0	1	2	1	0	0	0
Months:	0.8	3.8	0.6	0.0	3.8	0.0	1.3	0.1	0.1	0.5	0.2	0.0	0.0	0.0

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES
Contract No. 2026-PSA-87

FIRM: **Bowman Consulting Group, Ltd. (“Engineer”)**
ADDRESS: **807 Las Cimas Pkwy, Las Cimas II, #350 Austin, TX 78746**
PROJECT: Cotton Gin Road (CR 129) **(“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 RFQ 2026-Q02 Professional Engineering 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 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 ninety-eight thousand two hundred sixty Dollars ($298,260)** (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:

Nicholas Kehl, P.E
Bowman Consulting Group, Ltd.
807 Las Cimas Pkwy, Las Cimas II, #350
Austin, TX 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: **Nicholas Kehl, P.E.**
Bowman Consulting Group, Ltd.
807 Las Cimas Pkwy, Las Cimas II, #350
Austin, TX 78746

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

Bowman Consulting Group, Ltd.

By: _____

Printed Name: Nicholas Kehl, P.E.

Title: Principal – Regional Leader

Date: July 1, 2026

APPROVED
By Carlos Lopez at 9:36 am, Jul 14, 2026

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

Contract Documents Checklist

NA	1.	Certificate of Interested Party: Form 1295
NA	2.	Conflict of Interest Disclosure & Questionnaire
X	3.	Code of Ethics
X	4.	HUB Practices
X	5.	House Bill 89 Verification
X	6.	Comptroller Divestment Statute Certificate & Purchasing Certification

- 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 Org. Certification (TGC 2274.002)

X	7.	Debarment & Licensing Certification
X	8.	Vendor/Bidder's Affirmation
X	9.	Federal Affirmations and Solicitation Acceptance
X	10.	Related Party Disclosure Form
X	11.	System for Award Management (www.SAM.gov) Printout
X	12.	Insurance

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.

Not Applicable - Bowman Consulting Group, LTD is a publicly traded company "BWMN" on the NASDAQ stock exchange.

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

Not Applicable - Bowman Consulting Group, LTD and/or its employees do not have a business relationship with any Hays County officers.

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

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 awarethat:

(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 thevendor.

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 governmentalentity.

(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.

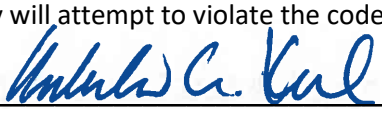
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

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: Nicholas G. Kehl, P.E. Principal - Regional Leader

Company Name: Bowman Consulting Group, LTD

Date: 07/09/2026

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:

Print Name & Title: Nicholas G. Kehl, P.E. Principal - Regional Leader

Company Name: Bowman Consulting Group, LTD

Date: 07/09/2026

Hays County House Bill 89 Verification

I, Nicholas G. Kehl, P.E. (Person name), the undersigned representative of Bowman Consulting Group, LTD (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

07/09/2026
Date

On this 9th day of July, 20 26, personally appeared Nicholas Kehl, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

LAUREN ANDERSON NOTARY PUBLIC STATE OF TEXAS ID 135003038 EXP. 07-12-2028

Lauren Anderson
Notary Public in and for the State of Texas

July 9, 2026
Date

Comptroller Divestment Statute Certification

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.

Bowman Consulting Group, LTD	07/09/2026
Company Name	Date
Nicholas G. Kehl, P.E.	
Print Name of Company Representative	Signature of Company Representative

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.

Bowman Consulting Group, LTD	07/09/2026
Company Name	Date
Nicholas G. Kehl, P.E.	
Print Name of Company Representative	Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

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

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.

Bowman Consulting Group, LTD — 07/09/2026

Company Name — Date

Nicholas G. Kehl, P.E. —

Print Name of Company Representative — Signature of Company Representative

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

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

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.

Bowman Consulting Group, LTD	07/09/2026
Company Name	Date
Nicholas G. Kehl, P.E.	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete 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.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Bowman Consulting Group, LTD 2026-PSA-87
Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, 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.

- Israel Boycott Certification (TGC 2271.002)
  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.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  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.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  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

7.22.26 Vendor Selection Approval June 9, 2026
Date IFB/RFP/RFQ Number

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.

Bowman Consulting Group, LTD
Name of Firm

Signature of Certifying Official

Principal - Regional Leader
Title of Certifying Official

Nicholas G. Kehl, P.E.
Printed Name of Certifying Official

07/09/2026
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 **Nicholas Kehl** on this the day of **July 9**, 20**26**, on behalf of said Firm.

Lauren Anderson
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: **07-12-2028**

Vendor/Bidder's Affirmation

1. 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.

2. 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.

3. 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

Bowman Consulting Group, LTD
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

Nicholas G. Kehl
Signature of Company Official Authorizing Bid/Offer

Nicholas G. Kehl, P.E.
Printed Name

Principal - Regional Leader
Title

nkehl@bowman.com
Email Address

(512) 672-8979
Phone

I have reviewed Bowman Consulting Group & 807 Las Cimas Pkwy on the Hays County Tax Assessor-Collector Website & no properties were found.

Stephanie Hunt
7.22.24

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:

No relationships are known to exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Bowman Consulting Group, LTD
Name of Vendor

Principal - Regional Leader
Signature of Certifying Official — Title of Certifying Official

Nicholas G. Kehl, P.E. — 07/09/2026
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.

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.

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

EXHIBIT B
ENGINEERING SERVICES

FOR Cotton Gin Road (CR129)

The Engineer may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- ROUTE AND ALIGNMENT STUDIES
- PUBLIC INVOLVEMENT
- TRAFFIC EVALUATION AND PROJECTIONS
- SURVEYING
- RIGHT OF WAY (ROW) SUPPORT
- UTILITY SUPPORT
- SCHEMATIC DEVELOPMENT
- DRAINAGE STUDY AND WATER QUALITY DEVELOPMENT
- ENVIRONMENTAL INVESTIGATIONS, STUDIES, AND DOCUMENTS
- GEOTECHNICAL INVESTIGATIONS
- 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.

EXHIBIT D - RATE SCHEDULE

Bowman Consulting Group, Ltd.	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$360.00
Department Executive	$295.00
Branch Manager	$320.00
Team Leader	$285.00
Senior Project Manager	$250.00
Project Manager	$230.00
Assistant Project Manager	$210.00
Project Coordinator	$175.00
Engineer I	$160.00
Engineer II	$180.00
Engineer III	$200.00
Designer I	$150.00
Designer II	$170.00
Designer III	$190.00
CADD Drafter I	$105.00
CADD Drafter II	$125.00
CADD Drafter III	$140.00
Clerical	$85.00
Office Manger	$120.00
Administrative Professional	$97.00
Construction Coordinator	$110.00

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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.

DIRECT EXPENSES		Unit
Mileage	Current Federal Rate	per mile
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	
Cardstock Color	$1.00	each
Photocopies B/W (11" x 17")	$0.45	each
Photocopies B/W (8 1/2" x 11")	$0.23	each
Photocopies Color (11' X 17')	$0.65	each
Photocopies Color (8 1/2" x 11")	$0.32	each
Plots (B/W on Bond)	$0.35	per sq. ft.
Plots (Color on Bond)	$0.50	per sq. ft.
Plots (Color on Photographic Paper)	$1.00	per sq. ft.

Bowman Consulting Group, Ltd.	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Senior Surveyor	$160.00
Survey Technician I	$130.00
Survey Technician II	$150.00
Survey Technician III	$170.00
Project Surveyor	$180.00
Survey Field Crew- 1 Man	$150.00
Survey Field Crew- 2 Man	$195.00
Survey Field Crew- 3 Man	$260.00
3D Scanning Crew	$275.00
Survey Field Technician	$95.00
SUE Field Crew- 1 Man	$150.00
SUE Field Crew- 2 Man	$175.00
SUE Field Crew- 3 Man	$230.00
SUE Field Crew- 4 Man	$280.00
SUE Utility Coordinator	$200.00
SUE Technician I	$120.00
SUE Technician II	$135.00
SUE Technician III	$160.00
3D/UAV Modeling Technician	$170.00
UAV Operation	$275.00
Remote Sensing Technician I	$110.00
Remote Sensing Technician II	$130.00
Remote Sensing Technician III	$150.00

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Mileage	Current Federal Rate	per mile
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	
Cardstock Color	$1.00	each
Photocopies B/W (11" x 17")	$0.45	each
Photocopies B/W (8 1/2" x 11")	$0.23	each
Photocopies Color (11' X 17')	$0.65	each
Photocopies Color (8 1/2" x 11")	$0.32	each
Plots (B/W on Bond)	$0.35	per sq. ft.
Plots (Color on Bond)	$0.50	per sq. ft.
Plots (Color on Photographic Paper)	$1.00	per sq. ft.
T-Posts for stakeout	$800.00	Lump Sum

Bowman Consulting Group, Ltd.	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Enviromental Project Manager	$165.00
Enviromental Project Manager II	$180.00
Senior Enviromental Scientist	$200.00
Environmental Field Technician	$75.00
Senior Enviromental Field Technician	$105.00
Junior Environmental Field Technician	$65.00
Enviromental Scientist I	$125.00
Enviromental Scientist II	$160.00
Enviromental Scientist III	$180.00
Right of Way Specialist I	$100.00
Right of Way Specialist II	$120.00
Right of Way Specialist III	$145.00

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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Courrier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Cardstock Color		each
Photocopies B/W (11" x 17")		each
Photocopies B/W (8 1/2" x 11")		each
Photocopies Color (11' X 17')		each
Photocopies Color (8 1/2" x 11")		each
Plots (B/W on Bond)		per sq. ft.
Plots (Color on Bond)		per sq. ft.
Plots (Color on Photographic Paper)		per sq. ft.

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2026

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
Foundation Risk Partners, Corp.
P.O. Box 219
Timonium MD 21094

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 410-832-7600 **FAX (A/C, No):** 410-832-1849
E-MAIL ADDRESS: certsprorisk@foundationrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
INSURER E : Beazley Insurance Company, Inc.	37540
INSURER F :	

INSURED BOWMCON-03
Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive,
Suite 520
Reston VA 20191

COVERAGES **CERTIFICATE NUMBER:** 692226851 **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 [ ] LOC OTHER:			P-630-A3238719-COF-25	8/31/2025	8/31/2026	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			P-810-5880B353-TCT-25	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			CUP6J395074	8/31/2025	8/31/2026	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
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		UB-6J317115-25-43-G	8/31/2025	8/31/2026	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
D E	Primary Professional & Poll. Liab Excess Professional Liability			47-EPP-330666-03 V3349C250401	8/31/2025 8/31/2025	8/31/2026 8/31/2026	Each Claim/Aggregate: Each Claim/Aggregate:	$5M/$5M $5M/$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2026-PSA-87 - Cotton Gin Road (CR 129). If required by an insured written contract, executed prior to any loss, Hays County, Texas, its directors, officers and employees are Additional Insured on a primary and non-contributory basis under the General Liability and Auto Liability Policies subject to all policy terms and conditions. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General Liability, Auto Liability, and Workers Compensation Policies subject to all policy terms and conditions. Umbrella Policy follows form over General Liability, Auto Liability, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER
Hays County, Texas
111 E. San Antonio Street
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
Charles H. Lyford

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AGENDA ITEM REQUEST FORM: I. 6.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones - Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-50) between Hays County and Right of Way of Texas, LLC to provide Right of Way acquisition services for the Goforth Road project in Precinct 1. **INGALSBE/A.JONES**

Summary:

Right of Way of Texas, LLC has been pre-qualified by Hays County for the requested Right of Way (ROW) acquisition services on the Goforth Road project through RFQ 2021-Q02 and was selected by Commissioners Court action on October 28, 2025, Item I.8. The Professional Services Agreement includes a compensation cap of $263,062.50. 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: $263,062.50
Line Item Number: 036-801-96-533.5632_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: RFQ 2021-Q02 Professional Right-of-Way Acquistion Services

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-50

HAYS COUNTY
CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES
2026-PSA-50

FIRM: **Right of Way of Texas, LLC ("Contractor")**
ADDRESS: **3411 Sam Bass Road, Round Rock, Texas 78681**
PROJECT: **Goforth Road ("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 and sixty three thousand and sixty two and 50/100 Dollars ($263,062.50)** (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 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 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 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:

Sam Nassour
Right of Way of Texas, LLC
3411 Sam Bass Road
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: Right of Way of Texas, LLC
Attn: Sam Nassour
3411 Sam Bass Road
Round Rock, Texas 78681

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

_Right of Way of Texas, LLC

By _____

Printed Name: Sam Nassour

Title: Manager

Date: 6-17 ____, 2026

APPROVED
By Carlos Lopez at 12:40 pm, Jul 13, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** County Forms

- Conflict of Interest Questionnaire
- Code of Ethics for Hays County
- Hub Practices
- 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 of Firearm Trade Organizations Certification (TGC 2274.002)
- Certification Check Performed by Hays County Purchasing
- Debarment & Licensing Certification
- Vendor/Bidder Affirmation
- Federal Affirmations and Solicitation Acceptance
- 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

Contract Documents Checklist

- ✓ 1. Certificate of Interested Party: Form 1295
- ✓ 2. Conflict of Interest Disclosure & Questionnaire
- ✓ 3. Code of Ethics
- ✓ 4. HUB Practices
- ✓ 5. House Bill 89 Verification
- ✓ 6. Comptroller Divestment Statute Certificate & Purchasing Certification
  - 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 Org. Certification (TGC 2274.002)
- ✓ 7. Debarment & Licensing Certification
- ✓ 8. Vendor/Bidder's Affirmation
- ✓ 9. Federal Affirmations and Solicitation Acceptance
- ✓ 10. Related Party Disclosure Form
- ✓ 11. System for Award Management (www.SAM.gov) Printout
- ✓ 12. Insurance

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:
2026-1480110

Date Filed:
06/22/2026

Date Acknowledged:

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

Right of Way of Texas, LLC
Round Rock, 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 50
Right of Way Acquisition Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Sam Nassour, and my date of birth is 8-24-62

My address is 3411 Sam Bass Road, (city) Round Rock, (state) Texas (zip code) 78681 (country) Williamson

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

Executed in Williamson County, State of Texas, on the 22 day of June (month), 2026 (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.**

Right of Way of Texas LLC

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

Sam Nassour		6-17-26
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 awarethat:

(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 thevendor.

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 governmentalentity.

(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: Sam Nassour Owner

Company Name: Right of Way of Texas, LLC

Date: 6-17-26

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:

Print Name & Title: Sam Nassour Owner

Company Name: Right of Way of Texas, LLC

Date: 6-17-26

Hays County House Bill 89 Verification

I, Sam Nassour (Person name), the undersigned representative of Right of Way of Texas, 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

6-17-26
Date

On this 17 day of June, 2026, personally appeared Sam Nassour, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

CHARLES DANIEL JACKSON NOTARY PUBLIC STATE OF TEXAS ID# 4707703 EXPIRES 12-13-2027

Notary Public in and for the State of Texas

6-17-2026
Date

Comptroller Divestment Statute Certification

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.

Right of Way of Texas, LLC	6-17-26
Company Name	Date
Sam Nassour	
Print Name of Company Representative	Signature of Company Representative

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.

Right of Way of Texas, LLC — 6-17-26

Company Name — Date

Sam Nassour —

Print Name of Company Representative — Signature of Company Representative

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Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

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.

Right of Way of Texas, LLC — 6-17-26

Company Name — Date

Sam Nassour —

Print Name of Company Representative — Signature of Company Representative

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.

Right of Way of Texas, LLC — 6-17-26

Company Name — Date

Sam Nassour — [signature]

Print Name of Company Representative — Signature of Company Representative

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Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

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.

Right of Way of Texas, LLC — 6-17-26

Company Name — Date

Sam Nassour — [signature]

Print Name of Company Representative — Signature of Company Representative

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.

Right of Way of Texas, LLC — 6-17-26

Company Name — Date

Sam Nassour — [signature]

Print Name of Company Representative — Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete 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.

Right of Way of Texas, LLC — 6-17-26

Company Name — Date

Sam Nassour — [signature]

Print Name of Company Representative — Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Right of Way of Texas, LLC 2026-PSA-52

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, 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.

- Israel Boycott Certification (TGC 2271.002)
  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.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  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.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  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

7.22.26 Vendor selection approval Oct. 28, 2025

Date ~~IFB/RFP/RFQ Number~~

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.

Right of Way of Texas, LLC
Name of Firm

Signature of Certifying Official

Owner
Title of Certifying Official

Sam Nassour
Printed Name of Certifying Official

6-17-26
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 Sam Nassour on this the 17 day of June, 2026, on behalf of said Firm.

CHARLES DANIEL JACKSON NOTARY PUBLIC STATE OF TEXAS ID#4707703 EXPIRES 12-13-2027

Notary Public in and for the State of Texas
(if other than Texas, Write state in here —)

My commission expires: 12-13-2027

Vendor/Bidder's Affirmation

1. 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.

2. 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.

3. 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

Right of Way of Texas, LLC

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Sam Nassour

Printed Name

Owner

Title

sam.nassour@rowtx.com

Email Address

512-775-1730

Phone

I reviewed Right of Way of Texas and 3411 Sam Bass Road on the Hays Countays Tax Assessor-Collector website and no properties were found.

Stephanie Hunt 7.22.26

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:

NONO

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Right of Way of Texas, LLC

Name of Vendor

Owner

Signature of Certifying Official

Title of Certifying Official

Sam Nassour

Printed Name of Certifying Official

6-17-26

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.

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.

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2025

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

StateFarm

Hank Gerdes State Farm
12016 US HIGHWAY 290 STE 3
AUSTIN, TX 78737

CONTACT NAME: Hank Gerdes
PHONE (A/C, No, Ext): 512-295-4265 FAX (A/C, No):
E-MAIL ADDRESS: Hank@hankGerdes.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Right Of Way of Texas, LLC
3411 Sam Bass Rd
Round Rock, TX 78681

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000
							MED EXP (Any one person)	$ 5,000
				90-A0-H-788-9	07/24/2025	07/24/2026	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS	Y	Y	190 9576-C05-53	05/10/2025	11/10/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

Certificate holder is listed as an additional insured with a waiver of subrogation.

CERTIFICATE HOLDER

Hays County
712 S. Stagecoach Trl
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

Completed by an authorized State Farm representative. If signature

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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:		
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hiscox Insurance Company Inc		10200
INSURED Right of Way of Texas LLC 3411 Sam Bass Rd Round Rock, TX 78681	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 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: X POLICY PRO-JECT LOC OTHER:	Y	Y	P100.379.685.7	07/08/2025	07/08/2026	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 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability	Y		P100.378.980.7	07/08/2025	07/08/2026	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

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

CERTIFICATE HOLDER

Hayes County
712 S Sage Coast
San Marcus, 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

Mary J Boyd

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EXHIBIT B

RIGHT OF WAY ACQUISITION SERVICES (ROW)

FOR Goforth Road]

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
- CONDEMNATION SUPPORT

EXHIBIT C

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Right of Way 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 "Consultant").

Part 1. The Consultant will provide the following Right of Way 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 Consultant 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 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. Consultant 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 Consultant 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 Consultant.

Part 7. This Work Authorization is hereby accepted and acknowledged below by execution of both parties.

Continued Next Page

CONSULTANT:

Right of Way of Texas, LLC

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:

Hays County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Consultant

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 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*

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". Contractor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. To the extent Contractor 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 adjustment 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.

EXHIBIT D

Rate Schedule

Right of Way of Texas, LLC Right of Way	
CLASSIFICATIONS	**RATE PER HOUR**
Project Manager	$170.00
Acqusition Agent	$160.00
Relocation Agent	$160.00
Eminent Domain Agent	$160.00
Title/Closing Agent	$160.00
Demolition Agent	$160.00
Adminstrative Assistant	$100.00
Appraisial	$250.00
Appraisial Review	$250.00

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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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		Unit
Mileage	Current Federal Rate	per mile
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	

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

AGENDA ITEM REQUEST FORM: I. 7.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Aaron Jones, Transportation Director

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Contract for Engineering Services (2026-PSA-56) between Hays County and Pape-Dawson Consulting Engineers, LLC to provide Utility Coordination services for the Yarrington Road Segment 1 in Precinct 3. **HAMMER/A.JONES**

Summary:

Pape-Dawson Consulting Engineers, LLC has been selected by Hays County for Utility Coordination services on the Yarrington Road Segment 1 (West of Arroyo Ranch to Old Stagecoach Road at RC 16) project on Commissioners Court, November 18, 2025, Item I.26. The Professional Services Agreement includes a compensation cap of $384,664.18. 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: $384,664.18
Line Item Number: 036-803-96-871.5623_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: Interim Process approved in Commissioners Court on October 28, 2025. Selection approved in court November 18, 2025

Auditor's Office:

G/L Account Validated Y/N?: Yes, Utility Relocation Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-56

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Pape-Dawson Consulting Engineers, LLC ("Engineer")**
ADDRESS: **2000 NW Loop 410 San Antonio, Texas 78213**
PROJECT: **Yarrington Road Segment 1 ("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 **Three Hundred Eighty-Four Thousand Six Hundred Sixty-Four and Eighteen Cents Dollars ($384,664.18)** (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:

Deepa Elter, P.E., CFM, LGPP
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

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: **Deepa Elter, P.E., CFM, LGPP**
Pape-Dawson Consulting Engineers, LLC
2000 NW Loop 410
San Antonio, TX 78213

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: _____

APPROVED
By Carlos Lopez at 11:32 am, Jul 15, 2026

ENGINEER

Pape-Dawson Consulting Engineers, LLC

By: _____

Printed Name: John Tyler, P.E., RAS

Title: Managing Principal, Transportation

Date: June 22, 2026

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

Contract Documents Checklist

____ 1. Certificate of Interested Party: Form 1295

____ 2. Conflict of Interest Disclosure & Questionnaire

____ 3. Code of Ethics

____ 4. HUB Practices

____ 5. House Bill 89 Verification

____ 6. Comptroller Divestment Statute Certificate & Purchasing Certification

- 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 Org. Certification (TGC 2274.002)

____ 7. Debarment & Licensing Certification

____ 8. Vendor/Bidder's Affirmation

____ 9. Federal Affirmations and Solicitation Acceptance

____ 10. Related Party Disclosure Form

____ 11. System for Award Management (www.SAM.gov) Printout

____ 12. Insurance

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:
2026-1485969

Date Filed:
07/07/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Consulting Engineers, LLC
San Antonio, 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 56
Utility Coordination Yarrington Road Segment 1

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene	San Antonio, TX United States	X	
Dawson, Samuel	San Antonio, TX United States	X	
Dawson, III, Eugene (Trey)	San Antonio, TX United States	X	
Dawson, Taylor	San Antonio, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tackett, Cara	San Antonio, TX United States	X	
Preiss, Robert "Michael"	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Justin Clark, P.E., PTOE, and my date of birth is 2/10/1986.

My address is 2000 NW Loop 410, San Antonio (city), TX (state), 78213 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 7th day of July (month), 20 26 (year).

Justin Clark
Signature of authorized agent of contracting business entity
(Declarant)

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.**

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

Justin Clark, P.E., PTOE

Name of signatory

Signature

7/7/2026

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 awarethat:

(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 thevendor.

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 governmentalentity.

(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: Justin Clark, P.E., PTOE Managing Vice President, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 7/7/2026

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:

Print Name & Title: Justin Clark, P.E., PTOE Managing Vice President, Transportation

Company Name: Pape-Dawson Consulting Engineers, LLC

Date: 7/7/2026

Hays County House Bill 89 Verification

I, Justin Clark, P.E., PTOE (Person name), the undersigned representative of Pape-Dawson Consulting Engineers, 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

7/7/2024
Date

On this 7th day of July, 2026, personally appeared Justin Clark, P.E., PTOE, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true andcorrect.

NOTARY SEAL

Stacey K. De la Rosa
Notary Public in and for the State of Texas

07/07/26
Date

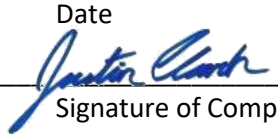
Comptroller Divestment Statute Certification

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.

Pape-Dawson Consulting Engineers, LLC	7/7/2026
Company Name	Date
Justin Clark, P.E., PTOE	
Print Name of Company Representative	Signature of Company Representative

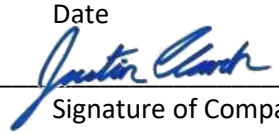
Israel Boycott Certification (TGC 2271.002)

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.

Pape-Dawson Consulting Engineers, LLC	7/7/2026
Company Name	Date
Justin Clark, P.E., PTOE	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2271 of the Texas Government Code

(only complete if an exclusion applies)

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

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.

Pape-Dawson Consulting Engineers, LLC — 7/7/2026

Company Name — Date

Justin Clark, P.E., PTOE —

Print Name of Company Representative — Signature of Company Representative

---

Exclusion from Chapter 2274 of the Texas Government Code

(only complete if an exclusion applies)

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

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.

Pape-Dawson Consulting Engineers, LLC	7/7/2026
Company Name	Date
Justin Clark, P.E., PTOE	
Print Name of Company Representative	Signature of Company Representative

---

Exclusion from Chapter 2274.002 of the Texas Government Code

(only complete 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.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pape-Dawson Consulting Engineers 2026-PSA-506

Company Name

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, certifies that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the following Statute Lists:

- Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
  Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, 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.

- Israel Boycott Certification (TGC 2271.002)
  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.

- Prohibition of Energy Company Boycott Certification (TGC 2274)
  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.

- Prohibition of Discrimination against Firearm Companies or Firearm Trade Organizations Certification (TGC 2274.002)
  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

7.22.26 Vendor selection Approval 11.18.25

Date ~~IFB/RFP/RFQ Number~~

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.

Pape-Dawson Consulting Engineers, LLC
Name of Firm

Signature of Certifying Official

Managing Vice President, Transportation
Title of Certifying Official

Justin Clark, P.E., PTOE
Printed Name of Certifying Official

7/9/2024
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 Justin Clark, P.E., PTOE on this the 7th day of July, 2026, on behalf of said Firm.

Stacey K. De La Rosa
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: 12/14/27

Vendor/Bidder's Affirmation

1. 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.

2. 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.

3. 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

Pape-Dawson Consulting Engineers, LLC
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Justin Clark
Signature of Company Official Authorizing Bid/Offer

Justin Clark, P.E., PTOE
Printed Name

Managing Vice President, Transportation
Title

Jclark@pape-dawson.com
Email Address

210-375-9000
Phone

I searched Pape-Dawson Consulting Engineers & 2000 NW Loop 410 on the Hays County Tax Assessor-Collector website and no properties were found.

Stephanie Hunt 7.22.26

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:

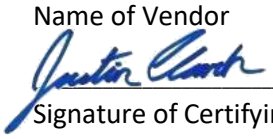
No relationships in accordance with the above are known to exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Pape-Dawson Consulting Engineers, LLC

Name of Vendor



Managing Vice President, Transportation

Signature of Certifying Official | Title of Certifying Official

Justin Clark, P.E., PTOE | 7/7/2026

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.

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.

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

Insurance and Liability

During the period of the contract (Professional Service Agreement), contractor shall maintain at his expense, insurance with limits not less than those prescribed below.

With respect to required insurance, Contractor shall;

- Name County as additional insured as its interests may appear.
- Provide County a waiver of subrogation.
- Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- Provide the County Purchasing Agent at the address shown under Insurance of the contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after contract execution. Also, please assure your certificate contains the contract number as indicated on the Contract (Professional Service Agreement) when issued by Hays County.
- Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$ 100,000.00
Medical Expenses	$ 10,000.00
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	$1,000,000.00
Employers Liability – Each Employee	$1,000,000.00
Employers Liability – Policy Limit	$1,000,000.00

EXHIBIT B
ENGINEERING SERVICES

UTILITY COORDINATION FOR YARRINGTON ROAD SEGMENT 1

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- UTILITY PLANNING & RESEARCH
- SUBSURFACE UTILITY ENGINEERING (SUE)
- FIELD SURVEYING
- UTILITY ADJUSTMENT COORDINATION
- UTILITY ENGINEERING & DESIGN
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION

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.

Pape-Dawson Engineers	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Vice President	$390.00
Associate Vice President	$380.00
Principal	$375.00
Senior Technical Advisor	$360.00
Senior Project Manager	$315.00
Project Manager	$240.00
Assistant Project Manager	$205.00
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
Project Controls Specailist	$135.00
Technician	$135.00
Administrative Assistant	$120.00
Senior Environmental Archeologist/Geologist/Scientist	$250.00
Project Environmental Archeologist/Geologist/Scientist	$160.00
Staff Environmental Archeologist/Geologist/Scientist	$120.00
Sr Utility Coordinator	$250.00
Utility Coordinator	$200.00
Utility Designer	$155.00
Survey Department Manager	$265.00
Survey Project Manager	$210.00
Project Surveyor	$185.00
Surveyor-In-Training	$170.00
Senior Survey Tech	$160.00
Survey Tech	$155.00
Field Coordinator	$160.00
2-Man Survey Crew	$210.00
3-Man Survey Crew	$280.00
Practice Leader/Certified Photogrammetrist	$250.00
Geospatial Services Manager	$200.00
Geospatial Production Manager	$175.00
Geospatial Technician	$160.00
Lidar Technologist	$160.00
Photogrammetric Technician	$135.00
1 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) Crew chief Vehicle GPS or Robotic Total Satation	$130.00

Pape-Dawson Engineers	
DESIGN	
2 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) Crew chief & Instrument man Vehicle GPS or Robotic Total Satation	$210.00
3 - Person Survey Crew (1-GPS or Robotic Total Station included. Mileage not included.) Crew chief & Instrument Man & Rodman Vehicle GPS or Robotic Total Satation	$280.00
Fixed Wing Flight Crew (Includes Pilot and Sensor Operator) Personnel only	$220.00
Helicopter Flight Crew (Includes Pilot and Sensor Operator) Personnel only	$236.00

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.

Pape-Dawson Engineers		
DESIGN		
DIRECT EXPENSES		**Unit**
Mileage	Current Federal Rate	per mile
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	
Cardstock Color	$1.00	each
Photocopies B/W (11" x 17")	$0.25	each
Photocopies B/W (8 1/2" x 11")	$0.15	each
Photocopies Color (11' X 17')	$1.25	each
Photocopies Color (8 1/2" x 11")	$1.00	each
Plots (B/W on Bond)	$1.00	per sq. ft.
Plots (Color on Bond)	$1.75	per sq. ft.
Plots (Color on Photographic Paper)	$5.00	per sq. ft.
4-Hour TMC Counts	$400.00	per intersection
12-Hour TMC Counts	$1,100.00	per intersection
24-Hour TMC Counts	$250.00	per counter
Regulatory Database Report	$400.00	each
Mobilization for Unmanned Aerial systems	$7,500.00	per project
Control Monuments	$100.00	each
Technical Webviewer Updates and Enhancements (includes necessary ITD compliance testing, system integration, and support)	$235.00	per hour
RTK Base Radio	$30.00	per hour
GPS Receiver Rate	$30.00	per 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	per 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	$125.00	per 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
Fathometer	$90.00	per day
Ground Target (includes paint and panel material)	$30.00	each
Hydrographic Sonar Equipment	$500.00	per day
Certified Deed Copies	$2.65	per sheet
Deed Copies	$2.00	per sheet
Reprographics	$5.00	per sq. ft.
T-Posts (Materials only)	$5.00	each
Delineator Posts (Materials only)	$25.00	each

Pape-Dawson Engineers		
DESIGN		
Terrestrial Laser Scanner (rental rates applied to actual time scanner unit is in use)	$120.00	per hour
Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	$7,500.00	per project
Unmanned Aerial System (Includes the UAS, Vehicle, Pilot and Observer) Vehicle mileage not included, FAA licensed pilot, Does not include mobilization to site. This is in the ODEs	$2,250.00	per day

The Rios Group, Inc.	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Senior Engineer	$260.23
Project Manager	$235.14
Project Engineer	$206.93
Utilities Engineer	$173.35
SUE Manager	$142.65
Engineer-In-Training	$120.99
Engineer Technician	$120.71
Engineer Technician - Junior	$94.06
SUE Field Manager	$109.73
Senior CADD Operator	$116.00
CADD Operator	$90.92
Junior CADD Operator	$68.98
Admin/Clerical	$100.33

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.

The Rios Group, Inc. DESIGN		
DIRECT EXPENSES	**COST**	**UNIT**
Mileage	Current Federal Rate	per mile
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	
Cardstock Color	Actual Cost	each
Photocopies B/W (11" x 17")	Actual Cost	each
Photocopies B/W (8 1/2" x 11")	Actual Cost	each
Photocopies Color (11' X 17')	Actual Cost	each
Photocopies Color (8 1/2" x 11")	Actual Cost	each
Plots (B/W on Bond)	Actual Cost	per sq. ft.
Plots (Color on Bond)	Actual Cost	per sq. ft.
Plots (Color on Photographic Paper)	Actual Cost	per sq. ft.
GPS	$40.00	per day
Terrestrial Scanner	$100.00	per hour
Traffic control	$1,650.00	per day
ROW permits	$500.00	each
Survey for SUE	$2,600.00	per day

The Rios Group, Inc.		
SUE		
UNIT COST	**COST**	**UNIT**
SUE (Quality Level B)		
Price includes all associated costs including but not limited to designation, engineering, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.	$1.85	per LF
SUE (Quality Level C & D)	$0.75	per LF
This unit price includes personnel and equiptment for records research, CADD and mapping. Price per linear foot (including all realated services).		
SUE (Quality Level A) Price includes all associated costs including but not limited to vacuum excavation, engineering, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.		
0 feet to 5 feet	$1,380.00	Each
Over 5 feet to 8 feet	$1,680.00	Each
Over 8 feet to 13 feet	$2,100.00	Each
Field Personnel Hourly Service:		
One Designating Person w/ Equipment (Test Hole Layout)	$168.00	Hour
Two Person Designating Crew w/ Equipment	$262.00	Hour

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.

EXHIBIT E
CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

AGENDA ITEM REQUEST FORM: J. 1.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Michael Berlad, Interim Director of Development Services

Sponsor: Commissioner Hammer

Agenda Item

PLN-2899-PC; Hold a Public Hearing on July 28th, 2026 regarding the Bridlewood Ranches, Section 2, Lot 17R Replat. **HAMMER/BERLAD**

Summary

Bridlewood Ranches, Section 2, Lot 17R Replat is a proposed resubdivision to create 2 lots across 62.43 acres located along Hugo Road and Bridlewood Ranches Drive in Precinct 3. Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter
Location Map
Plat

Hays County Commissioners Court Agenda Request

Meeting Date: 07/28/2026
Requested By: Marcial Aguilar, County Planner
Prepared By: Marcial Aguilar, County Planner
Interim Department Director: Michael Berlad
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3.

AGENDA ITEM LANGUAGE:

PLN-2899-PC; Hold a Public Hearing on July 28th, 2026, regarding the Bridlewood Ranches, Section 2, Lot 17R Replat.

BACKGROUND/SUMMARY OF REQUEST:

A. Bridlewood Ranches, Section 2, Lot 17R Replat is a proposed resubdivision consisting of 2 lots across 62.43 acres.
B. The subject property is located along Hugo Road and Bridlewood Ranches Drive in Precinct 3.
C. Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

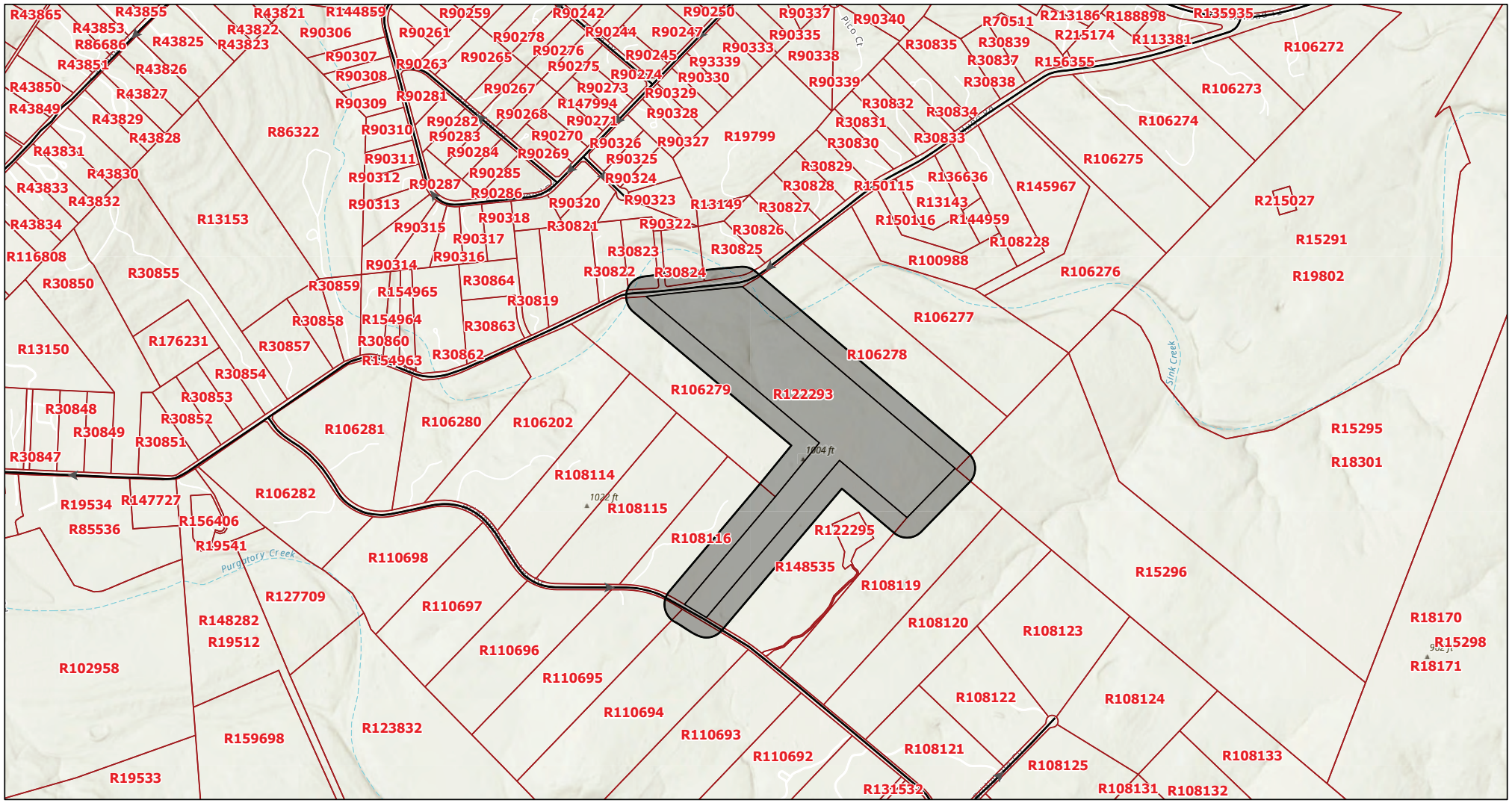
Staff have initiated review for the Bridlewood Ranches, Section 2, Lot 17R Replat. Next steps consist of holding the public hearing and completing review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. This project will be brought back to Commissioners Court for discussion and possible action once review is complete and deficiencies cleared.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

Hays County Development Services Map



7/22/2026, 11:52:28 AM

1:13,210

Override 1

Override 1

Roads

Hays County Boundary

HaysCADParcels - Web Service

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes.

World_Hillshade

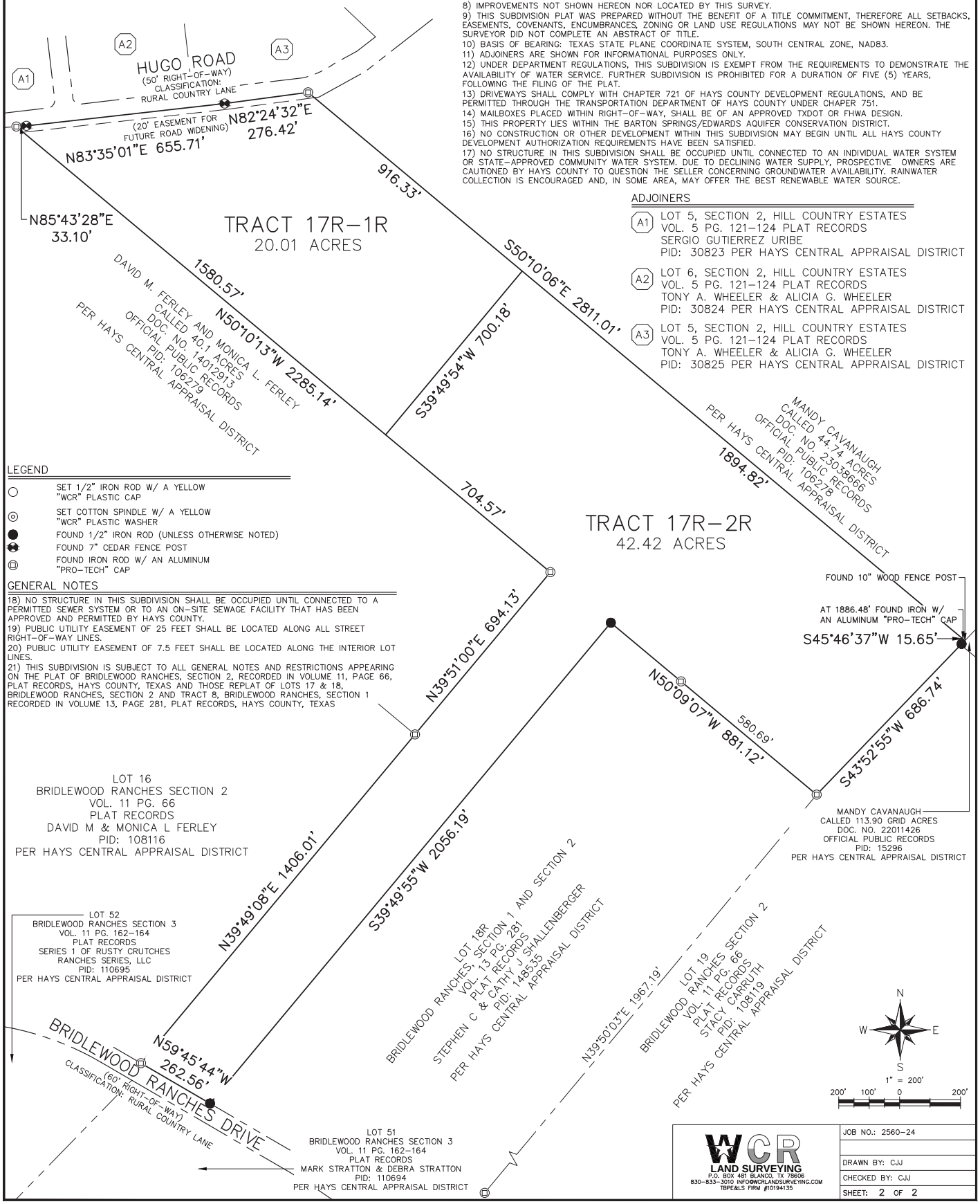
0 0.13 0.25 0.5 mi

0 0.23 0.45 0.9 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA

REPLAT ESTABLISHING LOT 17R–1R, 17R–2R & 17R–3R, BRIDLEWOOD RANCHES, SECTION 1 & 2

BEING ALL OF LOT 17R, BRIDLEWOOD RANCHES, SECTION 1 AND SECTION 2 RECORDED IN VOLUME 13, PAGE 281, PLAT RECORDS, HAYS COUNTY, TEXAS



GENERAL NOTES

1) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 48209C0365F, EFFECTIVE DATE SEPTEMBER 2, 2005, A PORTION OF THE PROPERTY IS LOCATED IN AREAS DETERMINED TO BE IN THE 1% (100 YEAR) FLOODPLAIN. ANY DEPICTION OF SPECIAL FLOOD HAZARD AREAS ARE APPROXIMATE AND ARE BASED ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAP SERVICE CENTER DIGITAL DATA DOWNLOADED AT THE TIME OF THIS SURVEY AND ARE NOT BASED ON AN ON THE GROUND SURVEY.
2) THIS SUBDIVISION DOES LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
3) MINIMUM CULVERT SIZE FOR DRIVEWAYS WITHIN THIS SUBDIVISION, IF REQUIRED, SHALL BE 18" C.M.P. OR AS DIRECTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION OR CONTROLLING JURISDICTION.
4) HAYS COUNTY REQUIRES A MINIMUM 25' FRONT BUILDING SETBACK LINE.
5) THIS SUBDIVISION LIES WITHIN THE SAN MARCOS CONSOLIDATED SCHOOL DISTRICT.
6) THIS PROPERTY IS LOCATED WITHIN THE HAYS COUNTY E.S.D. (EMERGENCY SERVICE DISTRICT) 3.
7) THIS SUBDIVISION DOES NOT LIE WITHIN THE DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.
8) IMPROVEMENTS NOT SHOWN HEREON NOR LOCATED BY THIS SURVEY.
9) THIS SUBDIVISION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, ENCUMBRANCES, ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
10) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
11) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
12) 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.
13) DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPER 751.
14) MAILBOXES PLACED WITHIN RIGHT–OF–WAY, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
15) THIS PROPERTY LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
16) NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
17) 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 AREA, MAY OFFER THE BEST RENEWABLE WATER SOURCE.

ADJOINERS

A1 LOT 5, SECTION 2, HILL COUNTRY ESTATES
VOL. 5 PG. 121–124 PLAT RECORDS
SERGIO GUTIERREZ URIBE
PID: 30823 PER HAYS CENTRAL APPRAISAL DISTRICT

A2 LOT 6, SECTION 2, HILL COUNTRY ESTATES
VOL. 5 PG. 121–124 PLAT RECORDS
TONY A. WHEELER & ALICIA G. WHEELER
PID: 30824 PER HAYS CENTRAL APPRAISAL DISTRICT

A3 LOT 5, SECTION 2, HILL COUNTRY ESTATES
VOL. 5 PG. 121–124 PLAT RECORDS
TONY A. WHEELER & ALICIA G. WHEELER
PID: 30825 PER HAYS CENTRAL APPRAISAL DISTRICT

LEGEND

- ○ SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- ◎ SET COTTON SPINDLE W/ A YELLOW "WCR" PLASTIC WASHER
- ● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND 7" CEDAR FENCE POST
- ◎ FOUND IRON ROD W/ AN ALUMINUM "PRO–TECH" CAP

GENERAL NOTES

18) 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.
19) PUBLIC UTILITY EASEMENT OF 25 FEET SHALL BE LOCATED ALONG ALL STREET RIGHT–OF–WAY LINES.
20) PUBLIC UTILITY EASEMENT OF 7.5 FEET SHALL BE LOCATED ALONG THE INTERIOR LOT LINES.
21) THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF BRIDLEWOOD RANCHES, SECTION 2, RECORDED IN VOLUME 11, PAGE 66, PLAT RECORDS, HAYS COUNTY, TEXAS AND THOSE REPLAT OF LOTS 17 & 18, BRIDLEWOOD RANCHES, SECTION 2 AND TRACT 8, BRIDLEWOOD RANCHES, SECTION 1 RECORDED IN VOLUME 13, PAGE 281, PLAT RECORDS, HAYS COUNTY, TEXAS

WCR LAND SURVEYING
P.O. BOX 481 BLANCO, TX. 78606
830–833–3010 INFO@WCRLANDSURVEYING.COM
TBPE&LS FIRM #10194135

JOB NO.:	2560–24
DRAWN BY:	CJJ
CHECKED BY:	CJJ
SHEET:	2 OF 2

AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Michael Berlad, Interim Director of Development Services

Sponsor: Commissioner Hammer

Agenda Item

PLN-2981-PC; Hold a Public Hearing on July 28th, 2026 regarding the Rolling Oaks Sec 4, Lot 77, Replat.
HAMMER/BERLAD

Summary

Rolling Oaks Sec 4, Lot 77, Replat is a proposed resubdivision to create 5 lots across 5.16 acres located along Rolling Oaks Dr. and Lonesome Trail in Precinct 3. Water utility will be accomplished by rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter
Plat
Location Map

Hays County Commissioners Court Agenda Request

Meeting Date: 07/28/2026
Requested By: Marcial Aguilar, County Planner
Prepared By: Marcial Aguilar, County Planner
Interim Department Director: Michael Berlad
Sponsoring Court Member: Commissioner Morgan Hammer, Precinct 3.

AGENDA ITEM LANGUAGE:

PLN-2981-PC; Hold a Public Hearing on July 28th, 2026, regarding the ROLLING OAKS SEC 4, LOT 77, REPLAT.

BACKGROUND/SUMMARY OF REQUEST:

A. ROLLING OAKS SEC 4, LOT 77, REPLAT is a proposed resubdivision consisting of 5 lots across 5.16 acres.
B. The subject property is located Rolling Oaks Dr. and Lonesome Trail in Precinct 3.
C. Water utility will be accomplished by rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

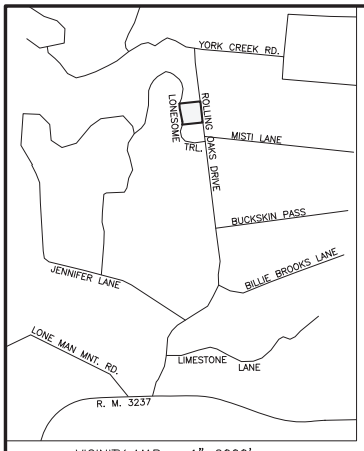
STAFF COMMENTS:

Staff have initiated review for the ROLLING OAKS SEC 4, LOT 77, REPLAT. Next steps consist of holding the public hearing and completing review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. This project will be brought back to Commissioners Court for discussion and possible action once review is complete and deficiencies cleared.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

2. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0235G, DATED 1/17/2025, THIS TRACT LIES WITHIN ZONE X, (AREAS OF MINIMAL FLOOD HAZARD).

3. 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.

4. 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.

5. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT DISTRICT.

7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

8. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.

9. THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.

10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 751, SUBCHAPTER 7.03(B).

11. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

12. 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.

13. 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.

14. 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.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, ABE ROTHBAUM, OWNER OF 77, ROLLING OAKS, SECTION 4, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED _____, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER _____ OF THE HAYS COUNTY OFFICIAL PUBLIC] RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 77, ROLLING OAKS, SECTION 4, 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.

_____
ABRAHAM ROTHBAUM, OWNER
1201 E. 13TH ST.
AUSTIN, TX., 78702

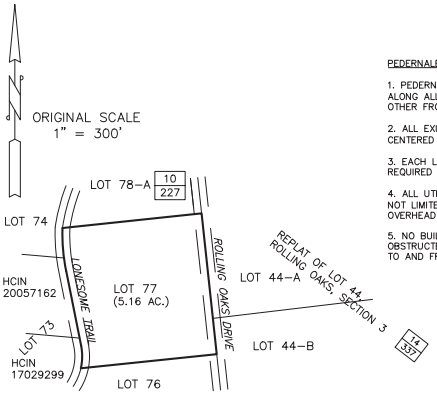
STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ABRAHAM ROTHBAUM 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



ORIGINAL LOT CONFIGURATION
LOT 77, ROLLING OAKS, SECTION 4, AS RECORDED IN VOLUME 1, PAGE 89 OF THE HAYS COUNTY PLAT RECORDS.

PEDERNALES ELECTRIC COOPERATIVE NOTES

1. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES.

2. ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF THE LINE.

3. EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

4. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, 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.

STATE OF TEXAS *
COUNTY OF HAYS *

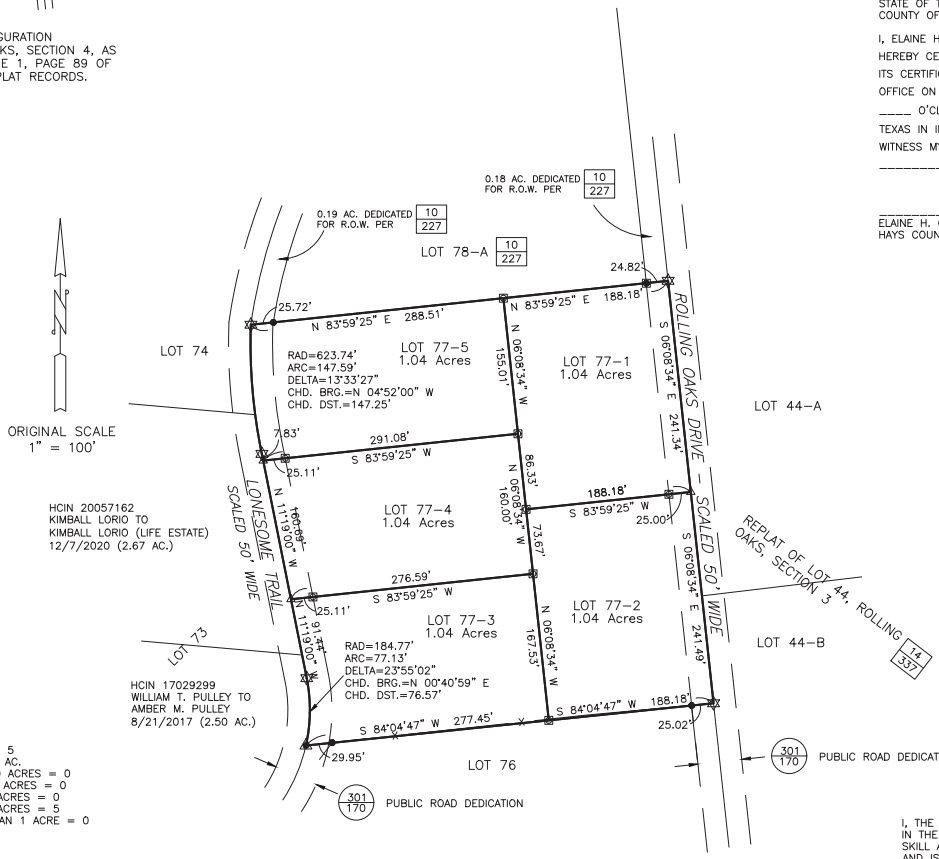
I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE _____ DAY OF _____, A.D., 20___, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

_____ _____
RUBEN BECERRA — 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 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



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 SET WITH PLASTIC CAP STAMPED "SMITH SURVEYING"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◙	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "LENZ"
✡	COTTON SPINDLE FOUND
▲	CONCRETE NAIL FOUND
—— X ——	WIRE FENCE

LOT SIZE CATEGORIES

TOTAL AREA = 5.21 AC.
TOTAL NUMBER OF LOTS = 5
AVERAGE LOT SIZE = 1.04 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 0
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 5
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOP.
WATER– RAINWATER COLLECTION
SEWER–ADVANCED 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, INTERIM 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.

_____
KANDICE BOUTTE, INTERIM 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.

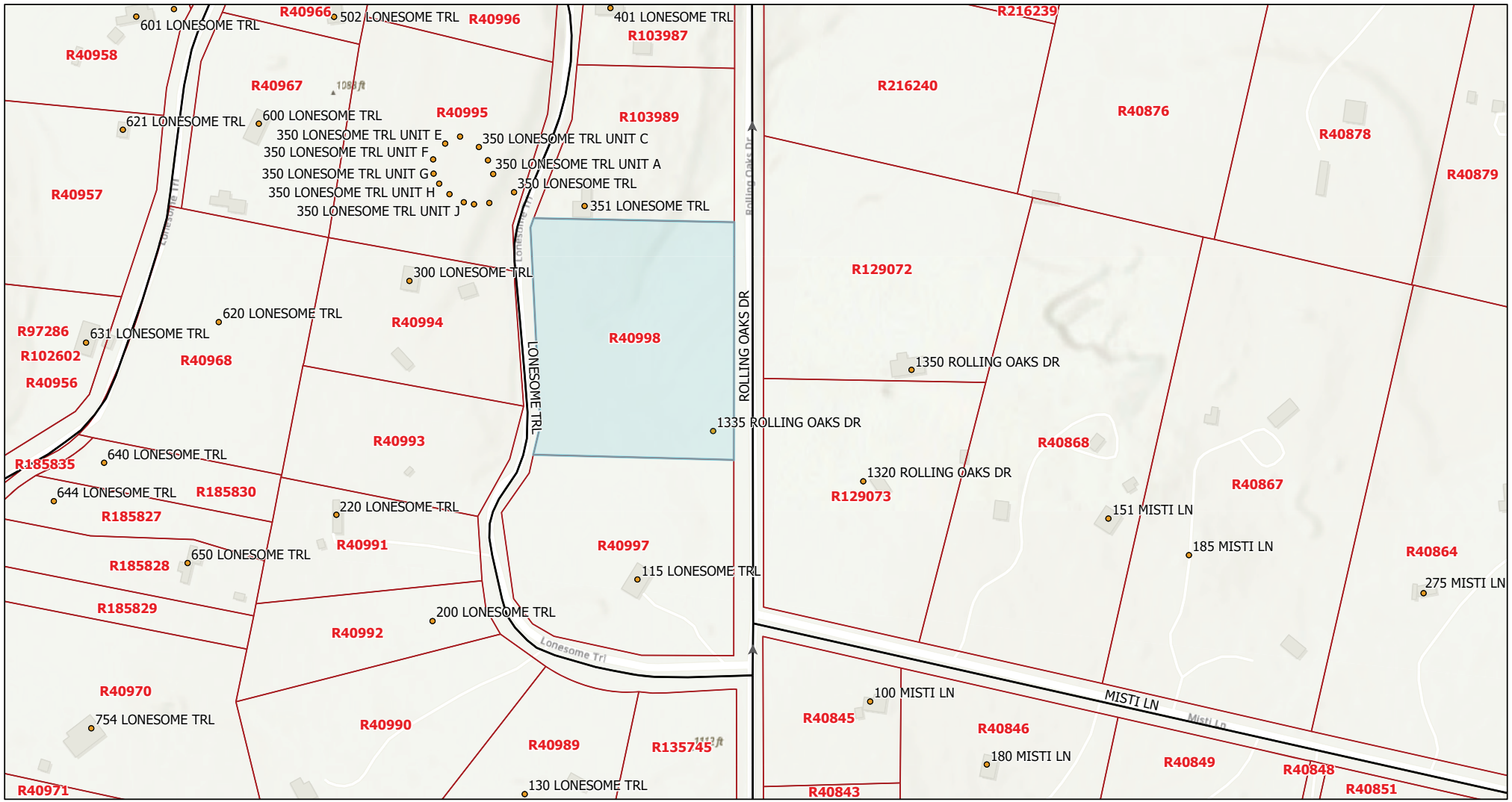
_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

SMITH SURVEYING
P.O. BOX 231, DRIFTWOOD, TEXAS 78619
FIRM NO. 10194905
512–757–1637

CLIENT: ROTHBAUM, ABE
DATE: 2/9/2026
FB/PG: 2/68
PLAT NO. 1074–26–c

REPLAT OF LOT 77, ROLLING OAKS, SECTION 4, HAYS COUNTY, TEXAS

Hays County Development Services Map



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- Address Points
- Roads
- Hays County Boundary
- HaysCADParcels - Web Service

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, Vantor, 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: 07/28/2026

Requested By: Michael Berlad, Interim Director of Development Services

Sponsor: Commissioner Smith

Agenda Item

PLN-2980-PC; Hold a Public Hearing on July 28th, 2026 regarding the Douglas Estates Replat of Lot D-12.
SMITH/BERLAD

Summary

Douglas Estates Replat of Lot D-12 is a proposed resubdivision to establish 1 lot across 8.2 acres located along Darter Lane and Harmon Hills Road in Precinct 4. Water utility will be accomplished by wells or rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter
Plat
Location Map

Hays County Commissioners Court Agenda Request

Meeting Date: 07/28/2026
Requested By: Marcial Aguilar, County Planner
Prepared By: Marcial Aguilar, County Planner
Interim Department Director: Michael Berlad
Sponsoring Court Member: Commissioner Walt Smith, Precinct 4.

AGENDA ITEM LANGUAGE:

PLN-2980-PC; Hold a Public Hearing on July 28th, 2026, regarding the Douglas Estates Replat of Lot D-12.

BACKGROUND/SUMMARY OF REQUEST:

A. Douglas Estates Replat of Lot D-12 is a proposed resubdivision consisting of 1 lots across 8.2 acres.
B. The subject property is located along Darter Lane and Harmon Hills Road in Precinct 4.
C. Water utility will be accomplished by wells or rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff have initiated review for the Douglas Estates Replat of Lot D-12. Next steps consist of holding the public hearing and completing review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. This project will be brought back to Commissioners Court for discussion and possible action once review is complete and deficiencies cleared.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

REPLAT OF
LOT D-12
DOUGLAS ESTATES

STATE OF TEXAS
COUNTY OF HAYS
THAT, KENNETH BANNISTER AND ALEJANDRO MOYERS, OWNERS OF A CALLED 8.207 ACRE PORTION OF LOT D-12, DOUGLAS ESTATES, A SUBDIVISION RECORDED IN VOLUME 1, PAGE 282, OF THE PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED IN INSTRUMENT NO. 23046784 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY AMEND SAID 8.207 ACRE PORTION OF LOT D-12, DOUGLAS ESTATE, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

REPLAT OF LOT D-12, DOUGLAS ESTATES

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____DAY OF_____, 20__ A.D.

KENNETH BANNISTER
2023 HARMON HILLS ROAD
DRIPPING SPRINGS, TX 78620

ALEJANDRO MOYERS
2023 HARMON HILLS ROAD
DRIPPING SPRINGS, TX 78620

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED KENNETH BANNISTER AND ALEJANDRO MOYERS, KNOWN TO ME TO BE THE PERSONS WHOSE NAME ARE SWORN AND SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF_____, 20__ A.D.

NOTARY PUBLIC, STATE OF TEXAS *PRINTED NAME*

EXPIRATION DATE

STATE OF TEXAS
COUNTY OF HAYS
I, THE UNDERSIGNED, DIRECTOR 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.

KANDICE BOUTTE
INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT, PURSUANT TO SECTION 701.8.01.A(1) OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, THE HAYS COUNTY COMMISSIONERS COURT HAS AUTHORIZED THE FILING FOR RECORD OF THIS PLAT.

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 THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENICATION 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 NO. _____.

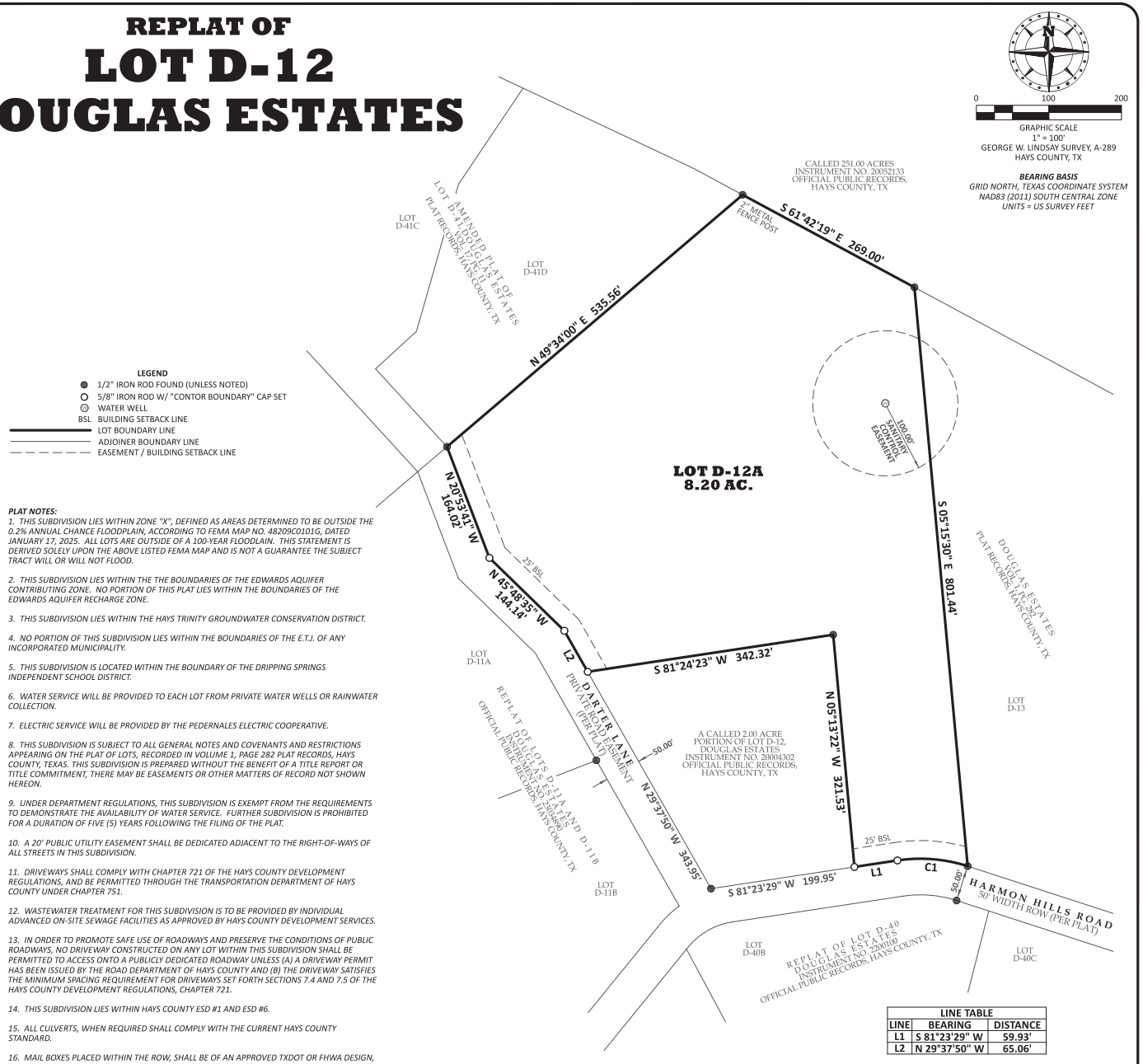
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF _____ , A.D. 20___.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS
I, WILLIAM R. HERRING, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON-THE-GROUND SURVEY OF THE PROPERTY SHOWN HEREON, CONDUCTED UNDER MY SUPERVISION, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

WILLIAM R. HERRING *DATE*
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS



PLAT NOTES:

1. THIS SUBDIVISION LIES WITHIN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEMA MAP NO. 48209C0101G, DATED JANUARY 17, 2025. ALL LOTS ARE OUTSIDE OF A 100-YEAR FLOODLAIN. THIS STATEMENT IS DERIVED SOLELY UPON THE ABOVE LISTED FEMA MAP AND IS NOT A GUARANTEE THE SUBJECT TRACT WILL OR WILL NOT FLOOD.

2. THIS SUBDIVISION LIES WITHIN THE THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

3. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

4. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE E.T.J. OF ANY INCORPORATED MUNICIPALITY.

5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS OR RAINWATER COLLECTION.

7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.

8. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND COVENANTS AND RESTRICTIONS APPEARING ON THE PLAT OF LOTS, RECORDED IN VOLUME 1, PAGE 282 PLAT RECORDS, HAYS COUNTY, TEXAS. THIS SUBDIVISION IS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON.

9. 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.

10. A 20' PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO THE RIGHT-OF-WAYS OF ALL STREETS IN THIS SUBDIVISION.

11. 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.

12. WASTEWATER TREATMENT FOR THIS SUBDIVISION IS TO BE PROVIDED BY INDIVIDUAL ADVANCED ON-SITE SEWAGE FACILITIES AS APPROVED BY HAYS COUNTY DEVELOPMENT SERVICES.

13. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.

14. THIS SUBDIVISION LIES WITHIN HAYS COUNTY ESD #1 AND ESD #6.

15. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

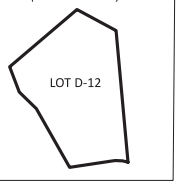
16. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

17. NUMBER OF LOTS IN THIS REPLAT - 1
AVERAGE SIZE OF LOTS - 8.20 AC.
NUMBER OF LOTS SMALLER THAN 1 AC. - 0
NUMBER OF LOTS LARGER THAN 1.0 AC. BUT SMALLER THAN 2.0 AC. - 0
NUMBER OF LOTS LARGER THAN 2.0 AC. BUT SMALLER THAN 5.0 AC. - 0
NUMBER OF LOTS LARGER THAN 5.0 AC. BUT SMALLER THAN 10 AC. - 1
NUMBER OF LOTS LARGER THAN 10 AC. - 0

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 81°23'29" W	59.93'
L2	N 29°37'50" W	65.06'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	CHORD
C1	98.13'	211.82'	26°32'34"	N 85°20'14" W	97.25'

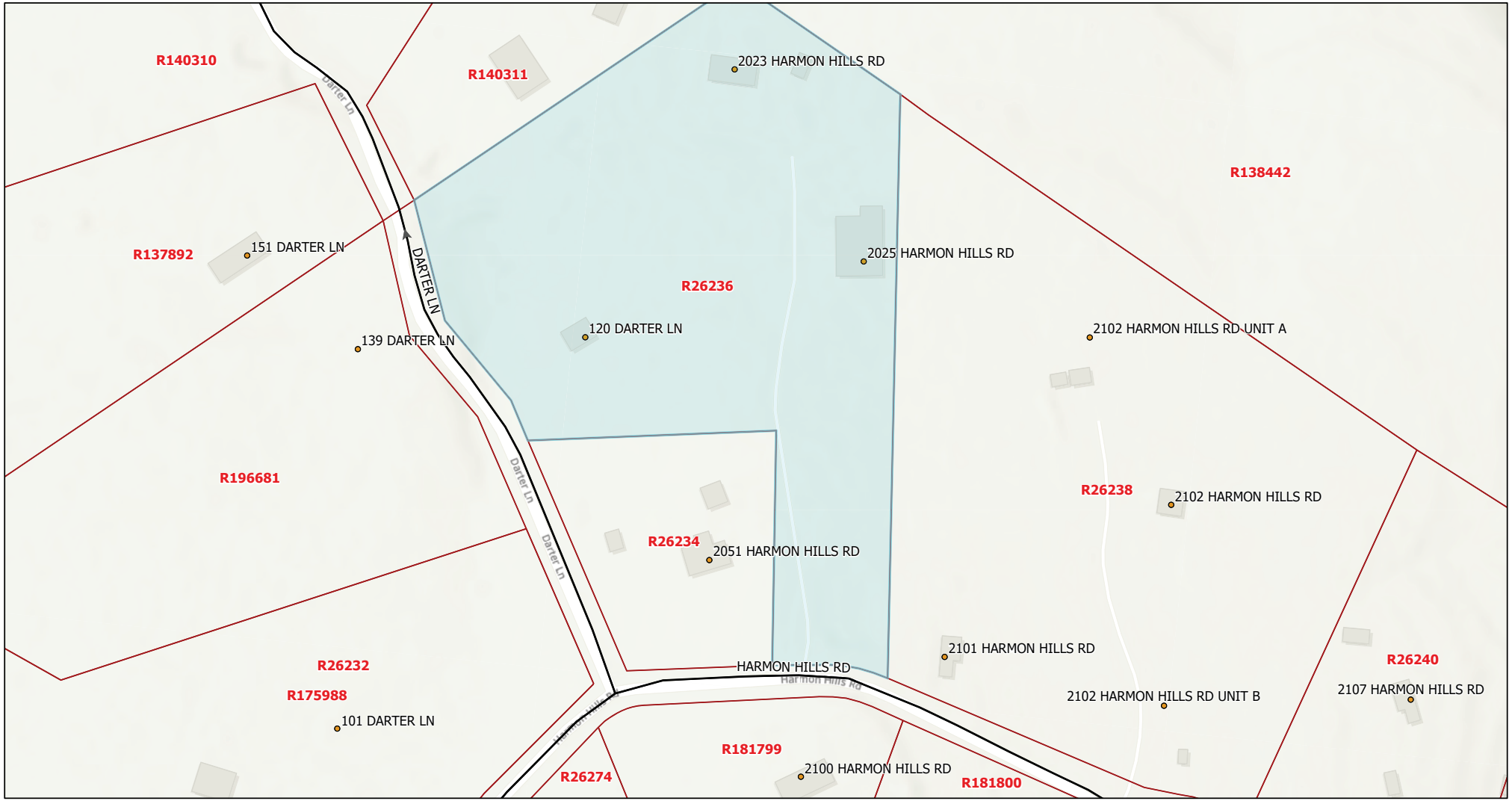
ORIGINAL LOT CONFIGURATION
(NOT TO SCALE)



SHEET 1 OF 1

CONTOR
MAPPING THE LAND OF OPPORTUNITY
CONTOR, LLC
TBPELS FIRM NO. 10194424
P.O. BOX 1225
DRIPPING SPRINGS, TX 78620
(512) 808-0102
EMAIL: TEAM@CONTORUSA.COM
CONTORUSA.COM

Hays County Development Services Map



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- Address Points
- Roads
- Hays County Boundary
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World_Hillshade

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

AGENDA ITEM REQUEST FORM: K. 1.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Granjeno

Sponsor: Commissioner Hammer

Agenda Item

Discussion and possible action to adopt Personnel Policy 1A103A, Attorney Hiring Classification Flexibility, effective July 28, 2026. **HAMMER/HIGGINS/GRANJENO**

Summary

The Human Resources Department, Criminal District Attorney's Office, and Budget Office recommend adopting Policy 1A103A – Attorney Hiring Classification Flexibility to streamline the recruitment of qualified attorneys by allowing vacancies to be filled at the appropriate Attorney I–VI classification based on candidate qualifications and available funding. The policy maintains existing budget authority by requiring Human Resources and Budget Office approval, compliance with County compensation policies, and ensuring no increase in authorized full-time equivalent (FTE) positions or appropriations without Commissioners Court approval.

Attachments

Attorney Hiring Classification Flexibility Policy

1A103A – Attorney Hiring Classification Flexibility

To support the efficient recruitment of qualified attorneys, the Criminal District Attorney's Office is authorized to fill attorney vacancies at any Attorney classification level below the level of Attorney VII (Attorney I through Attorney VI), provided the selected candidate meets the minimum qualifications for the assigned classification, sufficient funding is available within the department's approved attorney personnel budget, and the appointment complies with Policy 2A103 – Compensation.

Upon selection of a qualified candidate, the Criminal District Attorney shall submit the proposed Attorney classification and salary request to the Human Resources Department for review. Following approval by Human Resources and the Budget Office and/or via a salary exception approval, the Payroll Office is authorized to establish the appropriate job title, job code, and slot number necessary to process the employment offer without additional Commissioners Court approval, provided that:

1. The position is funded entirely within the department's approved attorney personnel budget.
2. The action does not increase or decrease the department's authorized attorney full-time equivalent positions (FTE’s).
3. The action does not require additional appropriations or exceed the department's approved attorney personnel budget.
4. The proposed salary complies with Policy 2A103 – Compensation.
5. All other applicable County hiring and employment policies are satisfied.

Nothing in this policy authorizes the increase of the number of authorized full-time equivalent positions (FTEs), or modifies the budget adopted by Commissioners Court. Commissioners Court retains sole authority over the establishment of new FTE’s, authorized staffing levels, and appropriations.

AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Michael Berlad

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to regrade the vacant Civil Engineer position, grade 130, within the Development Services Department to an Environmental Development Manager, grade 127, effective July 28, 2026.
HAMMER/BERLAD

Summary:

The Development Services Department is requesting to regrade the vacant Civil Engineer position (Position No. 1034-001) to an Environmental Development Manager. Through an evaluation of the department's operational needs, it was determined that the County would be better served by a position focused on environmental planning and sustainable development rather than traditional civil engineering functions. The Environmental Development Manager will lead the review of environmental impacts associated with proposed developments, evaluate water reports, environmental studies, technical guidance documents, and related analyses, and collaborate with developers to promote environmentally responsible development practices, natural resource conservation, and long-term sustainability initiatives that support the County's strategic goals.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-657-00]

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Regrade could generate potential savings up to $14,731 annually.

Eff. 7/28/26
Civil Engineer

Grade 130, Step 1		**Remainder FY26**	**Annualized FY27**
Vacant			
90,077.00		**Totals**	**Totals**
Staff Salaries	5021	$ 15,013	$ 90,077
FICA	5101_100	$ 931	$ 5,585
MEDI	5101_200	$ 218	$ 1,306
RET	5101_300	$ 1,899	$ 11,210
MED INS	5160_400	$ 1,983	$ 15,452
DENTAL INS	5160_500	$ 67	$ 405
LIFE INS	5160_600	$ 11	$ 66
Total		$ 20,122	$ 124,100

Environmental Development Manager

Grade 127, Step 1		**Remainder FY26**	**Annualized FY27**
Vacant			
77,811.00		**Totals**	**Totals**
Staff Salaries	5021	$ 12,969	$ 77,811
FICA	5101_100	$ 804	$ 4,824
MEDI	5101_200	$ 188	$ 1,128
RET	5101_300	$ 1,641	$ 9,683
MED INS	5160_400	$ 1,983	$ 15,452
DENTAL INS	5160_500	$ 67	$ 405
LIFE INS	5160_600	$ 11	$ 66
Total		$ 17,663	$ 109,369
	Difference	$ (2,459)	$ (14,731)

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Environmental Development Manager Job Description

HAYS COUNTY JOB DESCRIPTION

Job Code: TBD
Grade: 127
FLSA: Exempt
Safety Sensitive
Phone Allocation

Prepared by: Development Services
Date Prepared: July 2026

Environmental Development Manager

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under limited supervision of the Director of Development Services, manages and oversees the County's environmental planning, conservation, sustainability, and development review programs. Provides leadership and direction for environmental review activities, supervises assigned staff, develops policies and procedures, coordinates complex environmental initiatives, and represents the County with governmental agencies, developers, stakeholders, and Commissioners Court to promote sustainable development and environmental stewardship.

Responsibilities

- Leads and coordinates the conservation development review process.
- Leads and coordinates environmental reviews such as open space, parkland, groundwater, water availability reports, water resource and recovery, erosion control, and ecological impacts.
- Leads in the review of water studies, water resources, water sustainability, and One Water principles.
- Leads in researching grant funding opportunities for the county related to water, parks, conservation, habitat sustainability, native plant, vegetation, and wildlife protection.
- Leads coordinated efforts with the Parks & Natural Resources Departments in relation to conservation development and assists the Parks & Natural Resources Dept. in other conservation programs and activities.
- Assists in coordination, data entry, and outreach of the Integrated Vector Management program.
- Coordinates discussions with developers about the benefits of One Water, water reclamation, reuse, and recovery.
- Acts as an environmental liaison between the county and groundwater conservation districts, watersheds, municipalities, and other regional partners.
- Interprets local, state, and federal laws & regulations.
- Reviews various documents including but not limited to, plats, water availability, water resource and quality reporting, rainwater feasibility studies, and development agreements.
- Make recommendations to developers to lower ecological/environmental impacts, use conservation techniques and sustainable practices within a development.
- Is assigned special projects or tasks that require expertise in rules and procedures. Leads the Development Services Director in developing procedures, protocols, and regulations that result in more environmentally friendly and sustainable developments.
- Conducts field/site visits to evaluate environmental concerns and ensure best practices are followed.
- Meets with citizens and stakeholders regarding environmental and conservation concerns.
- Leads other county departments with environmental or conservation development activities/projects.
- Leads cities within Hays County with environmental or conversation development activities/projects.
- Leads in the creation, development, and maintenance of guidelines, guidance documents, best practices, and other outreach materials related to environmental impacts and conservation style developments.
- Prepares and presents reports and updates on environmental and conservation activities to the Commissioners Court.
- Compiles reports and documentation for use in planning and policy formulation and development.

DRAFT

- Works with outside entities, Homeowner Associations, Property Owner Associations, community groups, consultants, county staff, and other stakeholders in the coordination of environmental and conservation planning and education.
- Represents Hays County with a variety of regional planning efforts.
- Performs other duties as assigned.

Supervisory Responsibilities

- Supervises, trains, and assigns work to assigned staff.
- Develops staff schedules, assigns daily work, and monitors productivity and quality of work.
- Conducts performance evaluations and recommends hiring, disciplinary actions, and terminations.
- Provides leadership, coaching, and professional development opportunities to staff.

Knowledge Required

- Knowledge of environmental and ecological impacts, hazards, and mitigation.
- Knowledge of flood control, erosion and sediment management, and best practices.
- Knowledge of vector borne diseases.
- Knowledge of Edwards Plateau and Blackland Prairie ecology, vegetation, and geology.
- Knowledge of Hays County Development Services regulations, policies, and procedures.
- Knowledge of Hays County Development Regulations, Hays County Rules for On-Site Sewage Facilities, Hays County Specifications for Paving and Drainage Improvements, and Texas Property Code, and the International Fire Code.
- Knowledge of State statutes including but not limited to, Texas Local Government Code, Texas Property Code, and Texas Administrative Code.
- Knowledge of official state and local boundary maps.
- Knowledge of general GIS techniques, equipment, and methods.
- Knowledge of Hays County parcel surveys, field notes and subdivision plats.

Required Skill

- Skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors, outside agencies, and the public.
- Skill in reviewing engineering plans.
- Skill in reading and interpreting various types of maps and plats such as floodplain, property ownership, and topographical.
- Skill in reading and interpreting deeds and easement documents.
- Skill in public speaking with various size groups.
- Skill in organization and time management.
- Skill in multitasking and project management.
- Skill in reading, understanding, and interpreting federal, state, and local laws.
- Skill in technical report writing.

Education and/or Experience

- Bachelor’s degree in planning, Urban Planning, Biology, Ecology, or a related field, required.
- Five years’ experience in ecology, environmental review, or conservation, preferred.
- Master’s degree in planning, Urban Planning, Biology, Ecology, or a related field, preferred.
- Three years of planning experience in a county, municipal, or state government, preferred.
- Each additional year of experience may be substituted for education on a year for year basis.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Class C Texas driver's license.
- American Institute of Certified Planners certification, preferred.
- Certified Professional in Erosion and Sediment Control, preferred.

Supervision

- The Environmental Development Manager is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility, and effectiveness.
- This position is responsible for planning and carrying out assignments, resolving conflicts, coordinating projects, and determining the approach and methods to be used.

Guidelines

DRAFT

The Environmental Development Manager uses judgment in interpreting and adapting guidelines such as Hays County policies, state and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. They must analyze the results and recommend changes. This position must have a strong work ethic, must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. The employee must be available to communicate with others while conducting their job and have access to state and local regulations.

Emotional Demands
The emotional demands described here are representative of those that may occur. The Environmental Development Manager may be involved in stressful conversations from time to time. By nature of this position conversations may be held in a structured or unstructured setting and at various locations such as an office setting, public setting, or outdoors / on-site setting.

Physical Demands
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:
- Use his/her hands to finger, handle, or feel.
- Reach with hands and arms.
- Talk and hear.
- Frequently required to stand and walk.
- Occasionally lift and/or move up to 40 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee often works in a normal office setting. The employee regularly travels to various inspection sites, and is occasionally exposed to weather conditions, health or physical hazards at those sites, such as open pits, uneven terrain, large equipment, agitated and/or violent individuals, environmental hazards, animals, chemicals, and infectious diseases.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

_____ _____

Signature Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

DRAFT

AGENDA ITEM REQUEST FORM: K. 3.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Daphne Tenorio

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to approve a change to Hays County Investment Policy recommended by the Hays County Investment Committee. **BECERRA/TENORIO**

Summary

The Hays County Investment Committee has approved a change to the Hays County Investment Policy and are recommending that the Commissioners Court formally adopt these changes. The changes have been highlighted in the attached document.

Attachments

2026 UPDATED HC Inv Policy
Working Updated Policy

HAYS COUNTY INVESTMENT POLICY

AUTHORIZED INVESTMENTS

Agency Discount Notes/ Treasury Bills/ Brokered CDs

OPPENHEIMER
MULTIBANK SECURITIES
WELLS FARGO SECURITIES
FEDERAL RESERVE BANK – TREASURY DIRECT

Investment Pools

TEXPOOL
LOGIC
CLASS
TEXAS TERM
TEXAS FIT

Money Market Funds

BANKING INSTITUTIONS WITH COLLATERALIZED SECURITY AGREEMENTS

Bank Certificates of Deposit

BANKING INSTITUTIONS WITH COLLATERIZED SECURITY AGREEMENTS

TABLE OF CONTENTS

I. Investment Authority and Scope of Policy

II. Investment Objectives

III. Quality and Capability of Investment Management

IV. Investment Strategy

V. Investment Types

VI. Investment Responsibility and Control

VII. Investment Collateral and Safekeeping

VIII. Investment Reporting and Performance Evaluation

Also Attached:

- Broker/Dealer Certification Form
- Broker/Dealer Questionnaire

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

General Statement

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A and B to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually.

Funds Included

This investment policy applies to all financial assets of all funds of the County of Hays, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Hays County and any depository bank.

County's Investment Officer

In accordance with Section 116.112 (A), Local Government Code and / or Chapter 2256, Section 2256.005 (f) and (g), the County Treasurer, under the direction of the Hays County Commissioners' Court, is designated as the Hays County Investment Officer and may invest County funds that are not immediately required to pay obligations of the County. The County Auditor or Assistant County Auditor must countersign all investment transactions. Upon the absence of the County Treasurer, the County Treasurer's Assistant may act in the place of the County Treasurer to invest county funds.

If the investment officer has a personal business relationship with an entity as defined by the Texas Public Funds Investment Act section 2256.005, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County, the investment officer must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the Commissioners' Court.

II. INVESTMENT OBJECTIVES

General Statement

Funds of the County will be invested in accordance with federal and state laws and within the boundaries of this investment policy. Investments shall be made with judgment and care -under circumstances then prevailing - which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The first and foremost consideration of all Hays County investment transactions is the suitability of the investment to the financial requirements of the county. The primary objectives, in priority order, of the Hays County investment activities shall be:

Safety

Hays County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. To attain this objective, diversification will be required in order to reduce risk resulting from over concentration of assets in a specific security or maturity.

Liquidity

The Hays County investment portfolio will remain sufficiently liquid to enable Hays County to meet all of the operating requirements that might be reasonably anticipated. In the consideration of liquidity is the marketability of the investment if the need arises to liquidate the investment before maturity.

Yield

It will be the objective of Hays County to earn the maximum rate of return allowed on its investments within the policies imposed by safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

Maturity

Portfolio maturities will be structured to meet the obligations of Hays County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the County is three years.

III. QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is Hays County's policy to provide training required by the Public Funds Act, Section 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions. The County Investment Officer is required to obtain at least 10 hours of training related to the County Investment Officer responsibilities within twelve months of assuming these duties. The County Investment Officer is also required to attend 10 hours of investment training within two years of October 1. The training must include education in investment controls, security risk, strategy risk, market risk, diversification of investment portfolio and compliance with the Texas Public Funds Investment Act. Such training sources would include: Certified County Investment Officer training: investment courses sponsored by the Texas Association of Counties: investment updates at the annual Treasurer's Conference and Treasurer's Seminar: and any courses or seminars sponsored by an accredited trade association. A report of attendance by the sponsor of the training will satisfy as proof of meeting the requirement.

IV. INVESTMENT STRATEGY

The County of Hays maintains a portfolio which utilizes four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio.

****

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other in a matched maturity structure. The dollar weighted average maturity of two years or less will be calculated using the stated final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short term maturities.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

V. INVESTMENT TYPES

Authorized

The Hays County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law:

A. Obligations of, or guaranteed by, governmental entities maturing in three (3) years or less:

1. obligations of the United States or its agencies and instrumentalities;
2. direct obligations of this state or its agencies and instrumentalities;

3. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
5. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
6. obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

B. Certificates of deposit if issued by a state or national bank domiciled in this state or a savings bank domiciled in this state or a state or federal credit union domiciled in this state or the National Credit Union Share Insurance Fund or its successor or a broker that has its main office or a branch office in this state and is selected from a list adopted by the Hays County Commissioner's Court as authorized, and is:

1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
2. secured by obligations that are described by Section 2256.009 (a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009 (b) of the Public Funds Investment Act; or
3. secured in any other manner an amount provided by law for deposits of the county.
4. Maturing in 2 years or less

Bids for Certificates of Deposit may be solicited orally, in writing, electronically, or in any combination of these methods.

C. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:

1. has a defined termination date;
2. is secured by obligations described by Section 2256.009 (a) (1) of the Public Funds Investment Act; and
3. requires the securities being purchased by the county to be pledged to the county, held in the county's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county; and
4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Not withstanding any law, the term of any reverse security repurchase agreement

may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

Money received by Hays County under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated on the reverse security repurchase agreement.

D. Commercial paper is and authorized investment under this subchapter if the commercial paper:

1. has a stated maturity of 270 days or fewer from the date of its issuance; and
2. is rated not less than A-1 or P-1 or an equivalent rating by at least;
   A. two nationally recognized credit rating agencies; or
   B. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

E. Mutual funds and money market mutual funds with limitations described below:

A no-load money market mutual fund is authorized if it:

1. is registered and regulated by the Securities and Exchange Commission;
2. has a dollar-weighted average stated maturity of 90 days or fewer; and
3. includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.
4. Provides Hays County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.

A no-load mutual fund is authorized if it:

1. is regulated by the Securities and Exchange Commission;
2. has an average weighted maturity of less than two years;
3. is invested exclusively in obligations approved by this investment policy.;
4. is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
5. conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Relative to mutual funds the county may not:

1. invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds either separately or collectively;
2. invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds; or
3. invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an

amount that exceeds 10 percent of the total assets of the mutual fund.

F. Eligible investment pools (as discussed in the Public Funds Investment Act, Section 2256.016-2256.019): the Commissioners' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from Hays County in authorized investments permitted by the Public Funds Investment Act. Hays County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. The pool must maintain a rating of no less than AAA or AAA-m.

G. Guaranteed investment contracts are acceptable investments for bond proceeds if the guaranteed investment contract:

   a. has a defined termination date.
   b. is secured by obligations of or guaranteed by governmental entities (as described by section 2256.009 (a) (1)), excluding those obligations prohibited (as described by section 2256.009 (b)) in an amount at least equal to the amount of bond proceeds invested under contract.
   c. is pledged to Hays County and deposited with Hays County or with a third party selected and approved by Hays County.
   d. is specifically authorized by the Commissioner's Court of Hays County as an eligible investment in the order, ordinance or resolution of the issuance of the bonds.
   e. is the highest yielding contract of at least three bids submitted by separate providers with no material financial interest in the bonds from which the proceeds were received.
   f. takes into account the reasonably expected draw down schedule for the bond proceeds to be invested.
   g. the administrative costs reasonably expected to be paid to third parties in connection with the contract are certified by the provider.

Guaranteed investment contracts with a term of longer than five years from the date of the issuance of the bonds are prohibited for bond proceeds other than proceeds representing reserves and funds maintained for debt service purposes.

Prohibited

The Hays County Investment Officer will not use any of the following investment instruments:

1. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. collateralized mortgage obligations that have a stated final maturity date of

greater than 10 years; and
4. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Hays County shall take all prudent measures that are consistent with this policy to liquidate any investment that falls below accepted standards.

VI. INVESTMENT RESPONSIBILITY AND CONTROL

Investment institutions defined

The Hays County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

1. Depository bank;
2. other state or national banks domiciled in Texas that are insured by FDIC;
3. Public funds investment pools;
4. Government securities brokers and dealers that has its main office or a branch office in this state; or
5. Mutual fund companies and money managers.
6. Approved Investment Advisor

Qualifications for approval of BROKER / DEALERS

A written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the qualified representative has:

1. received and thoroughly reviewed the investment policy of the county; and
2. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the county and the organization.

A list of no more than four (4) authorized broker / dealers will be established and maintained. The following criteria must be met by those firms on the list:

- proof of certification by the National Association of Securities Dealers (NASD),
- proof of current registration with the State Securities Commission, and
- completion of a County questionnaire.

The investment officer may not buy any securities from a person who has not delivered to the county an instrument in substantially the form provided above.

Standards of Operation

The County Treasurer / Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy. It shall be the responsibility of the County Treasurer/Investment Officer to:

1. Determine the amount of funds which are available for investment.
2. Determine the specific investment which will yield maximum income for a particular fund.
3. Determine the length of time for which investments shall be made.
4. Insure that sufficient funds are available to meet immediate and short-term needs for the operation of the county.
5. Make recommendations to the Commissioner's Court and Investment Advisory Committee concerning new types of investment instruments which may require approval from the Court.
6. Provide the Commissioner's Court with a monthly report of all investment transactions.
7. Make the actual purchase of all investments with a countersignature from the County Auditor or Assistant Auditor.
8. Receive and provide for the safekeeping of all pledged securities as collateral for invested funds.

Advisory Committee

It shall be the responsibility of the advisory committee to act as a consultant to the Investment Officer. The members of the committee will be chosen annually by the Commissioners Court. The County Treasurer / Investment Officer is the presiding officer of the committee and shall be present at all gatherings concerning investments for Hays County.

Committee members shall meet annually to discuss all actions that have transpired since the last meeting. Members are to be consulted on any unusual circumstances that are to be expected in the near future. Advisory members may formally communicate through teleconference or by a physical meeting. The Investment Officer may call for an official consultation at any time. The committee members may also elect to hold a consultation with the Investment Officer as deemed necessary.

The committee is to be consulted in the selection of all brokers and dealers. It shall also be consulted before making any changes to this investment policy.

All committee members are expected to offer their advice to the committee on a voluntary basis for the period of one year. If for any reason an individual is unable to complete a full term, the standing committee members may select someone to fill the vacancy.

Committee members and their affiliates may in no way benefit financially from their service on the committee during their membership term. Members shall refrain from undertaking any investment transactions with Hays County until their term on the committee has expired.

The Members of the Hays County Investment Advisory Committee shall make prudent and intelligent suggestions. The members shall keep the best interests of Hays County in mind while setting aside personal gain.

Delivery Vs. Payment

It will be the policy of the County that all instruments purchased through a broker except investment pools, money market mutual funds and securities purchased through Treasury Direct and the attached Broker/ Dealers listing must be purchased using the same day "delivery vs. payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

Audit Control

The Hays County Investment Officer will establish liaison with the Hays County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Hays County Investment Officer in addition to the Hays County Auditor or Assistant Auditor will endorse all investment transactions.

The Investment Officer is subject to audit by the Hays County Auditor. In addition, the Hays County Commissioner's Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the entity's established investment policies.

The internal controls shall address the following points:

1. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial Safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical deliver securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications from investment entities may be via fax if on letterhead and

the safekeeping institution has a list of authorized signatures. A same day written communication must take place between the broker / dealer and the investment officer to ensure the type of investment being made. A same day written communication must also take place between the Investment Officer and the third party safekeeping institution before a transaction can transpire. Written confirmation must be sent to the Investment Officer from the investment entity within a reasonable time after the transaction has occurred.

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. whether the investment decision was consistent with the written investment policy of the entity.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral

The Hays County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

1. FDIC insurance coverage;
2. Obligations of the United States or its agencies and instrumentalities
3. Any instrument that has been approved in this policy and that Hays County would be permitted to hold by state and federal law.

Safekeeping

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

Ethics and conflicts of interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial / investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

VIII. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Monthly Report

In accordance with Government Code 2256.023 not less than monthly, the investment officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the county on the date of the report;
2. be prepared jointly by all investment officers of the county;
3. be signed by the investment officer, the employee that assisted in the preparation of the report, and the County Auditor.
4. contain a summary statement of each pooled fund group that states the:
    A. beginning market value for the reporting period;
    B. additions and changes to the market value during the period; and
    C. ending market value for the period;
    D. fully accrued interest for the period;
5. state the book value and market value of each separately issued asset at the beginning and end of the reporting period by the type of asset and fund type invested;
6. state the yield and maturity date of each separately invested asset that has a maturity date;
7. state the account of fund or pooled group fund in the county for which each individual investment was acquired; and
8. state the compliance of the investment portfolio of the county as it relates to:
    A. the investment strategy expressed in the county's investment policy;
    B. relevant provisions of this chapter.

Please see the attached Addendum for a listing of authorized Investment Types. (A-1)

Notification of investment changes

It shall be the duty of the County Investment Officer of Hays County, Texas to notify the Hays County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation.

Market Value

The Hays County Investment Officer shall monitor the market value of current investments daily.

Broker/Dealer Certification Form

as required by Texas Government Code 2256.005 (k)

County of Hays

I, as a qualified representative for the firm:

_____

do hereby certify that I and any broker covering this account, have received and both have thoroughly reviewed the investment policy of the County of Hays. I also understand we will be routinely informed of any changes to the County's Investment policy concerning limitations, strategy and risk constraints.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude investment transactions between this firm and the County of Hays that are not authorized by the Hays County Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Hays County's entire portfolio or requires and interpretation of subjective investment standards.

Signature of Qualified Representative

Name: _____

Title: _____

Date: _____

Daphne Tenorio, Hays County Treasurer/Investment Officer

_____

Date

Broker / Dealer Questionnaire

1. Name of firm:

   _____

2. Are you representing a parent corporation or a subsidiary of another corporation?

   () Yes () No If yes, name the corporation: _____

3. Address (provide both street and P.O. Box if applicable)

   LOCAL:

   _____

   HEADQUARTERS:

   _____

4. Are you based in Texas? _____

5. Telephone: LOCAL: _____

   HEADQUARTERS: _____

6. Please list web site(s):

   _____
   _____

7. Qualified Representative/Manager/Person-In-Charge:

   Name: _____

   Title: _____

   Address: _____

   Phone: _____

8. Our personal contact(s): (You may provide an attachment)

   Name:_____

   Title:_____

   Address: _____

   Phone:_____

9. Has our contact(s) listed above in #8 been given clearance by the firm to be the sole representative for our account?

   () Yes () No By Whom? _____

10. Identify all personnel who will be trading with or quoting securities to our office. Every person dealing with the Hays County Treasurer's Office must have read the Hays County Investment Policy and the Public Funds Investment Act. All must sign the Broker/Dealer Certification attached to the policy before we will do business with them. Please also provide a summary of the employee's history as it relates to employment, licenses, certificates, details of any disciplinary actions, complaints, arbitration, or litigation: (You may provide an attachment)

    Name:_____

    Title:_____

    Address: _____

    Phone:_____

11. Describe the trading limits of the office that would conduct business with the

    Hays County Treasurer's Office: _____

    _____

    _____

12. Central Registration Depository Number: _____

13. Is your firm registered with the Texas Securities Commission? ( ) Yes ( ) No

14. Is your firm NASD Certified? () Yes () No ()
    If yes, please provide a photocopy of your certificate.

15. Place a mark by each regulatory agency that your firm is examined by and/or subject to its rules and regulations:

    FDIC _____ SEC _____ NYSE _____

    Comptroller of Currency _____ Federal Reserve _____

    Other (list) _____

16. Have you attained all the required licenses to operate as a broker/dealer in the state of Texas? () Yes () No

17. Are you a primary dealer in U.S. Government Securities? () Yes () No
    If yes, how long has your firm been a primary dealer? _____ Years

18. What was your firm's total volume in US treasuries or agencies last year? (T-Bills, T-Notes, T-Bonds, Bank CDs, Etc.)

    Firm wide _____ No. of Transactions _____

    Local Office _____ No. of Transactions _____

Investment Type - Authorized

Addendum A-1

Authorized Investment Type	Minimum Maturity	Maximum Maturity	Minimum Credit Rating	Notes/ Additional Requirements
U.S. Treasury Securities	None	3 years	N/A	Backed by the full faith and credit of the U.S. Government
U.S. Agency Securities (FHLB, FLHMC, FNMA, FFCB)	None	3 years	N/A	Direct obligations or guaranteed by U.S. Government agencies
FDIC-Insured Certificates of Deposit	30 day	2 years	N/A	Must be from Texas depositories through approved networks
Repurchase Agreements (Repos)	Overnight	90 days	N/A	Collateralized at 102% with U.S. Government or Agency securities; counterparties must meet PFIA requirements.
Local Government Investment Pools	Same-day liquidity	N/A	AAA or equivalent	Must comply with Texas PFIA requirements
Commercial Paper	1 day	270 days	A-1/P-1 or equivalent	Issued by U.S. corporations with strong financials
Municipal Securities	30 days	3 years	AA- or equivalent	Issued by Texas entities or as otherwise authorized

HAYS COUNTY INVESTMENT POLICY

With requested Changes.

AUTHORIZED INVESTMENTS

Agency Discount Notes/ Treasury Bills/ Brokered CDs

OPPENHEIMER
MULTIBANK SECURITIES
WELLS FARGO SECURITIES
FEDERAL RESERVE BANK – TREASURY DIRECT

Investment Pools

TEXPOOL
LOGIC
CLASS
TEXAS TERM
TEXAS FIT (Addition)

Money Market Funds

BANKING INSTITUTIONS WITH COLLATERALIZED SECURITY AGREEMENTS

Bank Certificates of Deposit

BANKING INSTITUTIONS WITH COLLATERIZED SECURITY AGREEMENTS

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Treasurer Recommendations

After consideration of the County's cash flows, I recommend individual investments beyond the stated policy of two years. Reasoning: two-years limits opportunities in a declining rate environment and in general. Extending the maturity date to three years will help secure current rates in a rate-cutting cycle.

III. QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is Hays County's policy to provide training required by the Public Funds Act, Section 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions. The County Investment Officer is required to obtain at least 10 hours of training related to the County Investment Officer responsibilities within twelve months of assuming these duties. The County Investment Officer is also required to attend 10 hours of investment training within two years of October 1. The training must include education in investment controls, security risk, strategy risk, market risk, diversification of investment portfolio and compliance with the Texas Public Funds Investment Act. Such training sources would include: Certified County Investment Officer training: investment courses sponsored by the Texas Association of Counties: investment updates at the annual Treasurer's Conference and Treasurer's Seminar: and any courses or seminars sponsored by an accredited trade association. A report of attendance by the sponsor of the training will satisfy as proof of meeting the requirement.

IV. INVESTMENT STRATEGY

The County of Hays maintains a portfolio which utilizes four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio.

* * * * * * * * * * *

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other in a matched maturity structure. The dollar weighted average maturity of ~~365 days~~ two years or less will be calculated using the stated final maturity dates of each security.

Treasurer recommends extending the maximum maturity to three years with a Portfolio Weighted Average maturity of two years.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short term maturities.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

V. INVESTMENT TYPES

Authorized

The Hays County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law:

A. Obligations of, or guaranteed by, governmental entities maturing in ~~two 2~~ three (3) years or less:

1. obligations of the United States or its agencies and instrumentalities;
2. direct obligations of this state or its agencies and instrumentalities;
3. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
5. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
6. obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

B. Certificates of deposit if issued by a state or national bank domiciled in this state or a savings bank domiciled in this state or a state or federal credit union domiciled in this state or the National Credit Union Share Insurance Fund or its successor or a broker that has its main office or a branch office in this state and is selected from a list adopted by the Hays County Commissioner's Court as authorized, and is:

1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
2. secured by obligations that are described by Section 2256.009 (a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009 (b) of the Public Funds Investment Act; or
3. secured in any other manner an amount provided by law for deposits of the county.
4. Maturing in 2 years or less

Bids for Certificates of Deposit may be solicited orally, in writing, electronically, or in any combination of these methods.

C. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:

1. has a defined termination date;

2. is secured by obligations described by Section 2256.009 (a) (1) of the Public Funds Investment Act; and
3. requires the securities being purchased by the county to be pledged to the county, held in the county's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county; and
4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Not withstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

Money received by Hays County under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated on the reverse security repurchase agreement.

~~D. A bankers' acceptance if it:~~

~~1. has a stated maturity of 270 days or fewer from the date of its issuance;~~
~~2. will be, in accordance with its terms, liquidated in full at maturity;~~
~~3. is eligible for collateral for borrowing from a Federal Reserve Bank; and~~
~~4. is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.~~

Treasurer recommends removal of Banker's Acceptances ("BA"). BA's are rarely used in Texas public fund investments. Removing BAs from the authorized list keeps the policy focused on practical and viable investment options.

E. Commercial paper is and authorized investment under this subchapter if the commercial paper:

1. has a stated maturity of 270 days or fewer from the date of its issuance; and
2. is rated not less than A-1 or P-1 or an equivalent rating by at least;
    A. two nationally recognized credit rating agencies; or
    B. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

F. Mutual funds and money market mutual funds with limitations described below:

A no-load money market mutual fund is authorized if it:

1. is registered and regulated by the Securities and Exchange Commission;

2. has a dollar-weighted average stated maturity of 90 days or fewer; and
3. includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.
4. Provides Hays County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.

A no-load mutual fund is authorized if it:

1. is regulated by the Securities and Exchange Commission;
2. has an average weighted maturity of less than two years;
3. is invested exclusively in obligations approved by this investment policy.;
4. is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
5. conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Relative to mutual funds the county may not:

1. invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds either separately or collectively;
2. invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds; or
3. invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

~~G.~~ Eligible investment pools (as discussed in the Public Funds Investment Act, Section 2256.016-2256.019): the Commissioners' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from Hays County in authorized investments permitted by the Public Funds Investment Act. Hays County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. The pool must maintain a rating of no less than AAA or AAA-m. ~~and have a weighted average maturity no greater than 90 days.~~

Treasurer recommends removing the weighted average maturity of 90 days. There are PFIA complaint funds that utilize simple ladders. Removing the restriction of 90 days would provide yield opportunities for the portfolio.

H. Guaranteed investment contracts are acceptable investments for bond proceeds if the guaranteed investment contract:

   a. has a defined termination date.
   b. is secured by obligations of or guaranteed by governmental entities (as described by section 2256.009 (a) (1)), excluding those obligations

prohibited (as described by section 2256.009 (b)) in an amount at least equal to the amount of bond proceeds invested under contract.

c. is pledged to Hays County and deposited with Hays County or with a third party selected and approved by Hays County.
d. is specifically authorized by the Commissioner's Court of Hays County as an eligible investment in the order, ordinance or resolution of the issuance of the bonds.
e. is the highest yielding contract of at least three bids submitted by separate providers with no material financial interest in the bonds from which the proceeds were received.
f. takes into account the reasonably expected draw down schedule for the bond proceeds to be invested.
g. the administrative costs reasonably expected to be paid to third parties in connection with the contract are certified by the provider.

Guaranteed investment contracts with a term of longer than five years from the date of the issuance of the bonds are prohibited for bond proceeds other than proceeds representing reserves and funds maintained for debt service purposes.

Prohibited

The Hays County Investment Officer will not use any of the following investment instruments:

1. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Hays County shall take all prudent measures that are consistent with this policy to liquidate any investment that falls below accepted standards.

VI. INVESTMENT RESPONSIBILITY AND CONTROL

Investment institutions defined

The Hays County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

1. Depository bank;
2. other state or national banks domiciled in Texas that are insured by FDIC;
3. Public funds investment pools;
4. Government securities brokers and dealers that has its main office or a branch office in this state; or
5. Mutual fund companies and money managers.
6. Approved Investment Advisor – RFP process to begin

Treasurer recommends the addition of two interviewed registered investment management firms registered under the Investment Advisors Act of 1940.

Qualifications for approval of BROKER / DEALERS

A written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the qualified representative has:

1. received and thoroughly reviewed the investment policy of the county; and
2. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the county and the organization.

A list of no more than four (4) authorized broker / dealers will be established and maintained. The following criteria must be met by those firms on the list:

- proof of certification by the National Association of Securities Dealers (NASD),
- proof of current registration with the State Securities Commission, and
- completion of a County questionnaire.

The investment officer may not buy any securities from a person who has not delivered to the county an instrument in substantially the form provided above.

Standards of Operation

The County Treasurer / Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy. It shall be the responsibility of the County Treasurer/Investment Officer to:

1. Determine the amount of funds which are available for investment.
2. Determine the specific investment which will yield maximum income for a particular fund.
3. Determine the length of time for which investments shall be made.
4. Insure that sufficient funds are available to meet immediate and short-term needs for the operation of the county.
5. Make recommendations to the Commissioner's Court and Investment Advisory Committee concerning new types of investment instruments which may require approval from the Court.
6. Provide the Commissioner's Court with a monthly report of all investment transactions.
7. Make the actual purchase of all investments with a countersignature from the County Auditor or Assistant Auditor.
8. Receive and provide for the safekeeping of all pledged securities as collateral for invested funds.

Advisory Committee

It shall be the responsibility of the advisory committee to act as a consultant to the Investment Officer. The members of the committee will be chosen annually by the Commissioners Court. The County Treasurer / Investment Officer is the presiding officer of the committee and shall be present at all gatherings concerning investments for Hays County.

Committee members shall meet annually to discuss all actions that have transpired since the last meeting. Members are to be consulted on any unusual circumstances that are to be expected in the near future. Advisory members may formally communicate through teleconference or by a physical meeting. The Investment Officer may call for an official consultation at any time. The committee members may also elect to hold a consultation with the Investment Officer as deemed necessary.

The committee is to be consulted in the selection of all brokers and dealers. It shall also be consulted before making any changes to this investment policy.

All committee members are expected to offer their advice to the committee on a voluntary basis for the period of one year. If for any reason an individual is unable to complete a full term, the standing committee members may select someone to fill the vacancy.

Committee members and their affiliates may in no way benefit financially from their service on the committee during their membership term. Members shall refrain from undertaking any investment transactions with Hays County until their term on the committee has expired.

The Members of the Hays County Investment Advisory Committee shall make prudent and intelligent suggestions. The members shall keep the best interests of Hays

County in mind while setting aside personal gain.

Delivery Vs. Payment

It will be the policy of the County that all instruments purchased through a broker except investment pools, money market mutual funds and securities purchased through Treasury Direct and the attached Broker/ Dealers (addendum will be attached once the RFP process and selection has completed) must be purchased using the same day "delivery vs. payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

Treasurer recommends once a broker is selected an additional Addendum will be added to from the selected groups listing their approved broker/dealers.

Audit Control

The Hays County Investment Officer will establish liaison with the Hays County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Hays County Investment Officer in addition to the Hays County Auditor or Assistant Auditor will endorse all investment transactions.

The Investment Officer is subject to audit by the Hays County Auditor. In addition, the Hays County Commissioner's Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the entity's established investment policies.

The internal controls shall address the following points:

1. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial Safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical deliver securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff

positions and their respective responsibilities.

6. Written confirmation. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications from investment entities may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures. A same day written communication must take place between the broker / dealer and the investment officer to ensure the type of investment being made. A same day written communication must also take place between the Investment Officer and the third party safekeeping institution before a transaction can transpire. Written confirmation must be sent to the Investment Officer from the investment entity within a reasonable time after the transaction has occurred.

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. whether the investment decision was consistent with the written investment policy of the entity.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral

The Hays County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

1. FDIC insurance coverage;
2. Obligations of the United States or its agencies and instrumentalities
3. Any instrument that has been approved in this policy and that Hays County would be permitted to hold by state and federal law.

Safekeeping

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

Ethics and conflicts of interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial / investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

VIII. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Monthly Report

In accordance with Government Code 2256.023 not less than monthly, the investment officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the county on the date of the report;
2. be prepared jointly by all investment officers of the county;
3. be signed by the investment officer, the employee that assisted in the preparation of the report, and the County Auditor.
4. contain a summary statement of each pooled fund group that states the:
    A. beginning market value for the reporting period;
    B. additions and changes to the market value during the period; and
    C. ending market value for the period;
    D. fully accrued interest for the period;
5. state the book value and market value of each separately issued asset at the beginning and end of the reporting period by the type of asset and fund type invested;
6. state the yield and maturity date of each separately invested asset that has a maturity date;
7. state the account of fund or pooled group fund in the county for which each individual investment was acquired; and
8. state the compliance of the investment portfolio of the county as it relates to:
    A. the investment strategy expressed in the county's investment policy;
    B. relevant provisions of this chapter.

Please see the attached Addendum for a listing of authorized Investment Types. (A-1)

Treasurer recommendation: The current policy does not establish minimum and maximum maturity limits for certain authorized instruments. The addition of Addendum A-1 will set parameters to strengthen interest rate risk management and liquidity planning. The Addendum A-1 matrix is a summary table of allowable investment types, along with their maturity parameters and minimum credit ratings, this proves a quick reference for staff, for compliance monitoring and reduces ambiguity in daily investment decisions.

Notification of investment changes

It shall be the duty of the County Investment Officer of Hays County, Texas to notify the Hays County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation.

Market Value

The Hays County Investment Officer shall monitor the market value of current investments daily.

Broker/Dealer Certification Form

as required by Texas Government Code 2256.005 (k)

County of Hays

I, as a qualified representative for the firm:

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do hereby certify that I and any broker covering this account, have received and both have thoroughly reviewed the investment policy of the County of Hays. I also understand we will be routinely informed of any changes to the County's Investment policy concerning limitations, strategy and risk constraints.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude investment transactions between this firm and the County of Hays that are not authorized by the Hays County Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Hays County's entire portfolio or requires and interpretation of subjective investment standards.

Signature of Qualified Representative

Name: _____

Title: _____

Date: _____

Daphne Tenorio, Hays County Treasurer/Investment Officer

_____
Date

Broker / Dealer Questionnaire

1. Name of firm:

   _____

2. Are you representing a parent corporation or a subsidiary of another corporation?

   () Yes () No If yes, name the corporation: _____

3. Address (provide both street and P.O. Box if applicable)

   LOCAL:

   _____

   HEADQUARTERS:

   _____

4. Are you based in Texas? _____

5. Telephone: LOCAL: _____

   HEADQUARTERS: _____

6. Please list web site(s):

   _____
   _____

7. Qualified Representative/Manager/Person-In-Charge:

   Name:_____

   Title:_____

   Address: _____

Phone:_____

8. Our personal contact(s): (You may provide an attachment)

   Name:_____

   Title:_____

   Address: _____

   Phone:_____

9. Has our contact(s) listed above in #8 been given clearance by the firm to be the sole representative for our account?

   () Yes () No By Whom? _____

10. Identify all personnel who will be trading with or quoting securities to our office. Every person dealing with the Hays County Treasurer's Office must have read the Hays County Investment Policy and the Public Funds Investment Act. All must sign the Broker/Dealer Certification attached to the policy before we will do business with them. Please also provide a summary of the employee's history as it relates to employment, licenses, certificates, details of any disciplinary actions, complaints, arbitration, or litigation: (You may provide an attachment)

    Name:_____

    Title:_____

    Address: _____

    Phone:_____

11. Describe the trading limits of the office that would conduct business with the

    Hays County Treasurer's Office: _____

    _____

    _____

12. Central Registration Depository Number: _____

13. Is your firm registered with the Texas Securities Commission? ( ) Yes ( ) No

14. Is your firm NASD Certified? () Yes () No ()
    If yes, please provide a photocopy of your certificate.

15. Place a mark by each regulatory agency that your firm is examined by and/or subject to its rules and regulations:

    FDIC _____ SEC _____ NYSE _____

    Comptroller of Currency _____ Federal Reserve _____

    Other (list) _____

16. Have you attained all the required licenses to operate as a broker/dealer in the state of Texas? () Yes () No

17. Are you a primary dealer in U.S. Government Securities? () Yes () No
    If yes, how long has your firm been a primary dealer? _____ Years

18. What was your firm's total volume in US treasuries or agencies last year? (T-Bills, T-Notes, T-Bonds, Bank CDs, Etc.)

    Firm wide _____ No. of Transactions _____

    Local Office _____ No. of Transactions _____

AGENDA ITEM REQUEST FORM: K. 4.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Jeff McGill, Chris Ulibarri

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to authorize submitting a termination notice to Munission, LLC, related to the Hays County Website. **BECERRA/McGILL/ULIBARRI/HUNT**

Summary

On October 5, 2021, the Commissioner Court authorized the execution of a Master Service Agreement with Munission, LLC for the Hays County website. The new website through CivicPlus is live, and the older website is no longer needed.

Attachments

Termination Letter - Munission
Original Agreement - Munission

KELLY HIGGINS
Criminal District Attorney
Downtown Office
Hays County Historical Courthouse
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
(512) 393-2219
(512) 392-6500 FAX

July 28, 2026

Munission, LLC
Attn: Daniel Bratone, Chief Executive Officer
1225 Ave. Ponce de Leon PH-894
San Juan, PR 00907

Re: Master Service Agreement, Hays County Website

Dear Mr. Bratone,

Please accept this letter from me, on behalf of the Hays County Commissioners Court (the "County"), as the County's notice to terminate the Master Services Agreement and related Order and Purchase Agreements ("Agreement") your company entered into with Hays County, Texas on or about October 1, 2021, in relation to the Hays County website.

As you are aware, the County has been working on a new website platform. This notice is given with the intent of Hays County terminating this Agreement effective October 1, 2026.

Thank you for the service your team has provided to Hays County under this Agreement.

Sincerely,

Jordan Powell
Civil First Assistant
Hays County Criminal District Attorney's Office
jordan.powell@hayscountytx.gov

Approved by the Hays County Commissioners Court on:

_____
Date

_____
Ruben Becerra
Hays County Judge

Master Services Agreement

No.148

This Software as a Service Agreement (this "**Agreement**"), effective as of 10/1/2021 (the "**Effective Date**"), is by and between Munission, LLC, a limited liability company organized in Puerto Rico with offices located at 1225 Ave. Ponce de León PH-894 San Juan, PR 00907 ("**Provider**"), and **Hays County**, a county in **Texas** with offices located at **712 S. Stagecoach Trail San Marcos, Texas 78666** ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**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 this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) "**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.

(d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services available at **https://hayscountytx.com**.

(e) "**Order Form**" means an order form between Provider and Customer, in the form set forth as **Exhibit A** hereto.

(f) "**Provider 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, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(g) "**Services**" means the software-as-a-service offering described in the Order Form.

(h) "**Third-Party Products**" means any third-party products 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 and compliance with all other terms and conditions of this Agreement and the applicable Order Form, Provider 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, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords, keys and/or 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 Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider 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 this 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. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this 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 Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E)

Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider'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 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension").** Provider shall use commercially 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. Provider 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. Provider 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 this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider 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 this 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 this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this 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. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in the applicable Order Form. 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.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in the applicable Order Form.

(b) Support. The access rights granted hereunder entitle Customer to the support services described on the applicable Order Form during the term of this Agreement provided Customer has an active subscription for the applicable Service."

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in the applicable Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Order Form. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 2.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for twenty (20) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this 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 hereunder, other than any taxes imposed on Provider's income.

6. Confidential Information. 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, 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 hereunder. 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 reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this 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 this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products (if any), the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider 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 Provider 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 Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is 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 Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Provider's sole liability to the End User with respect to non-conforming products, is Supplier's standard limited warranty in force when the Product is delivered by Provider to End User, as set out in the written warranty statement on Supplier's website, available here: **https://hayscountytx.com (**the "**Limited Warranty**"), subject in all respects to any limitations set forth therein. The Limited Warranty is fully incorporated into this agreement as if fully set forth herein.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), OTHER THAN THIS LIMITED WARRANTY, THE PROVIDER, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY DATA, SERVICE, SOFTWARE AND HARDWARE PROVIDERS HEREBY DISCLAIM ANY OTHER EXPRESS REPRESENTATION OR WARRANTY OF ANY KIND; ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, LACK OF VIRUSES, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND USE OR NON-INFRINGEMENT ARE

LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THERE ARE NO WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE IN CONNECTION WITH PROVIDER PRODUCTS AND SERVICES. CUSTOMER ACKNOWLEDGES THAT NEITHER PROVIDER NOR ITS THIRD PARTY PROVIDERS CONTROL YOUR EQUIPMENT OR THE TRANSFER OF DATA OVER THE INTERNET, INCLUDING THE INTERNET, AND THAT THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND MAY NOT BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, UNINTERUPPTED OR ERROR FREE. No Provider employee, agent, or reseller can make any verbal or written modification, extension, or addition to this warranty.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' 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 this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider'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 Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(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 Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by

Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'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. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $100,000, WHICHEVER IS LESS.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $100,000, WHICHEVER IS LESS.

11. Term and Termination.

(a) Term. This Agreement begins on the Effective Date and shall continue in effect so long as there is an active Service between Provider and Customer, as set forth on the applicable Order Form (the "**Term**"), unless earlier terminated pursuant to this Agreement's express provisions. Notwithstanding the foregoing, Customer acknowledges and agrees that the minimum term for any software license is twelve (12) months from the Billing Commencement Date as set forth in the applicable Order Form (the "**Software Term**"). The Software Term shall automatically renew for successive one year terms unless either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current Software Term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and

such failure continues more than 20 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this 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 this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider 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, 5, 6, 7, 8(b), 9, 10, 12 and 13 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Governing Law; Mandatory Arbitration.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. NOTWITHSTANDING THE FOREGOING, ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, SHALL BE RESOLVED ONLY BY BINDING ARBITRATION, CONDUCTED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS) (OR THEIR SUCCESSOR, AND IF NONE, BY THE JAMS), IN NEW YORK, NY. Written notice of the demand for arbitration shall be served on the other party to this agreement and filed with JAMS. The demand for arbitration shall be made within the applicable statute of limitations. The arbitrator shall be experienced in the subject matter of the arbitration. The award shall be in writing and shall contain findings of fact and conclusion of law and shall set forth the nature, amount and manner of calculation of damages. The award shall be final and non-appealable. ACCORDINGLY, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR CONSTITUTIONAL AND OTHER RIGHTS TO A TRIAL BY JUDGE AND/OR JURY. Company and Customer agree that

this agreement to submit claims to binding arbitration does not cover claims solely for injunctive relief and/or equitable relief as to which claims, and only as to which claims, it is understood and agreed that Company and Customer may seek and obtain injunctive relief from a court of competent jurisdiction as a provisional remedy pending appointment of an arbitrator if applicable. The parties further agree that all claims must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, collective or representative proceeding. The parties expressly agree that except for any question of whether a claim can be arbitrated on a class-wide, collective or representative basis (an issue which must be decided by a court of competent jurisdiction), the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement, including but not limited to, any claims that any part of this agreement is unenforceable, void or voidable.

(b) Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Order Forms, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and 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 this Agreement, the related Order Forms, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Order Forms signed between Provider and Customer; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this 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 Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider'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, national

or regional emergency 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 this 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 this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder 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 this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this 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 this 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. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, 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 or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(h) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 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.

(j) Counterparts. This Agreement 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

MUNISSION, LLC

By: _____

Name: DANIEL BRATONE

Title: CHIEF EXECUTIVE OFFICER

HAYS COUNTY, TEXAS

By: _____

Name: RUBEN BECERRA

Title: HAYS COUNTY JUDGE

EXHIBIT A

Order Form

Order and Purchase Agreement

Master Services Agreement Number: 148

Order Form Number: 01

This Order and Purchase Agreement ("**Order Form**") adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**Master Agreement**"), which was entered into on 10/1/2021, between Munission, LLC, a limited liability company organized in Puerto Rico ("**Provider**") and **Hays County**, **Texas** ("**Customer**," and together with Provider, the "**Parties**," and each, a "**Party**"), as it may be amended from time to time. This Order Form is effective on the date last set forth below ("**Effective Date**") and will remain in effect until the Expiration Date (as set forth below), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this Order Form will be conducted in accordance with and be subject to the terms and conditions of this Order Form and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Services

The relevant services associated with this Order Form are as follows:

Quantity	Service	Description	Fee Type	Fee	Billing Date
1	Munission CEM	Citizen Experience Management Platform	Annual	$6950.00	October 1
1	Munission Site	Munission Site Refresh	One-Time	$2200.00	On Receipt

2. Support: Normal

3. Fees. All costs listed above are based on the scope and assumptions included in this Order Form. All Fees shall be subject to the Master Agreement and payable on June 1 of each year.

4. Other Order-Specific Terms and Conditions: None

5. Order Term & Expiration Date. The minimum term for any software licenses set forth above is twelve (12) months from the Billing Commencement Date (with respect to each such Service, the "**Software Term**"). The Software Term for any such license shall automatically renew for successive one year terms unless either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current Software Term. The Master Services Agreement shall remain in full force and effect for so long as there is an active Service between Provider and Customer.

6. Counterparts. This Order Form may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Order Form electronically or by facsimile shall be as effective as delivery of an original signed counterpart of this Order Form.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Order Form as of the date last set forth below.

MUNISSION, LLC

By: _____

Name: DANIEL BRATONE

Title: CHIEF EXECUTIVE OFFICER

Date: 10/18/2021

HAYS COUNTY, TEXAS

By _____

Name: Ruben Becerra

Title: Hays County Judge

Date: 10-5-2021

AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Tucker Furlow, Deputy County Administrator

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to authorize the Deputy County Administrator to conduct outreach to other Texas counties regarding a potential regional pretrial services grant opportunity and gauge interest in future collaboration, with any formal agreement being brought back for Commissioners Court approval. **COHEN/BOUTTE**

Summary

AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: BOUTTE/FLOCKE

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the acceptance of a grant award from the Texas A&M Forest Service, Watershed Protection Plan Implementation Grant in the amount of $50,000.00. **HAMMER/BOUTTE/FLOCKE**

Summary:

This grant is a passed through the USDA, Forest Service to the Texas A&M Forest Service. The Cypress Creek Planting Partnership will work to remove invasive species and plant native trees to promote a healthy and sustainable watershed. Activities will also support staff members to participate in professional development opportunities amongst the Watershed Coordinator, Natural Resources Coordinator, and two Parks Specialists. No match is required.

Grant contract: 23-DG-11083148-500
Grant period: 07/01/2026- 03/31/2028

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-700-99-239]

Budget Office:

Source of Funds:United States Department of Agriculture Grant Funds
Budget Amendment Required Y/N?: Yes
Comments: Grant will be budgeted in FY27 through the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments: Revenues will be certified during the annual budget process.

Attachments

Contract

TEXAS A&M FOREST SERVICE

SUBRECIPIENT AGREEMENT

Subrecipient: Hays County
IDC Rate: 0%
Subcontract Amount: $50,000.00

Subcontract Period: 7/1/26 – 3/31/28
UEI: RH4DFY1GC2R3
Subcontract #: CO-26-301

This AGREEMENT is between the Texas A&M Forest Service, an agency of the State of Texas and member of The Texas A&M University System ("TFS"), and Hays County ("SUBRECIPIENT").

TFS and the United States Department of Agriculture, Forest Service ("SPONSOR"), have entered into prime grant/contract 23-DG-11083148-500, further identified as TFS account 439313, which involves the project entitled "Cypress Creek Planting Partnership" (see Appendix B). TFS has determined that it is in the best interests of TFS and SPONSOR to obtain the assistance of SUBRECIPIENT to plant community trees in Hays County, TX. SUBRECIPIENT has proposed to assist TFS in the accomplishment of this work.

The parties agree as follows:

ARTICLE 1. SCOPE OF WORK

To utilize the staff and facilities of SUBRECIPIENT and its cooperators to plant trees within the Cypress Creek Watershed Protection Plan boundaries in Hays County, TX. Grant and matching funds may be used for contracting, supplies for tree planting, and related costs. Ineligible costs include concrete and hardscape, purchase of equipment, food, the planting of non-native and/or invasive species, construction, signage made from non-natural materials (kiosks), fencing, t-posts, tree cages, permanent irrigation, grass and other non-woody plants, non-tree seedlings and seed mixes, woody non-tree plants exceeding 10% of the total number of trees planted as determined by TFS.

Specifically, objectives are as follows:

Objective 1: Create and submit a specific project timeline to TFS within 30 days of receiving the resources packet. Template for project timeline will be provided in the resources packet.

Objective 2: Conduct proposed project (see Appendix C) within the grant period to plant trees and provide tree maintenance activities.

Objective 3: Provide a report to TFS of accomplishments quarterly, with reports due within 14 days of the end of each quarter, including photos and other media. A template for the report will be provided in the resources packet.

Objective 4: Provide a report to TFS of final accomplishments within 30 days of grant close. A template for the final report will be provided in the resources packet.

ARTICLE 2. PERIOD OF PERFORMANCE

The period of performance for this AGREEMENT commences on July 1, 2026, and terminates on March 31, 2028, unless extended by agreement in writing between the parties, or unless terminated by TFS as provided in ARTICLE 9.

ARTICLE 3. PROJECT DIRECTION

TFS hereby names Justin Kendall (903) 261-9155 as its PROJECT DIRECTOR. The PROJECT DIRECTOR shall exercise the technical direction of this project on TFS's behalf within the general scope of work. SUBRECIPIENT shall refer all matters affecting the terms of this AGREEMENT or the administration thereof to the PROJECT DIRECTOR, including but not limited to, changes in the scope of work, period of performance, cost, and report requirements. SUBRECIPIENT acknowledges that the PROJECT DIRECTOR is not authorized to amend or waive, on behalf of TFS, any terms of this AGREEMENT.

ARTICLE 4. CONSIDERATION AND PAYMENT

As consideration for its performance under this AGREEMENT, TFS shall pay SUBRECIPIENT a cost-reimbursable amount not to exceed $50,000.00. SUBRECIPIENT may use grant and any matching funds for salary and benefits, office expenses, supplies, and equipment. TFS shall pay on a reimbursement basis upon submission of approved cost records AND a project final report. TFS may accept interim reports detailing partial project accomplishments and costs for partial payment. Payment of invoices shall be contingent upon approval by the PROJECT DIRECTOR. SUBRECIPIENT shall provide proof-of-payment records for all purchases. These include source documentation such as invoices, cancelled checks, paid receipts, payroll or time and attendance records and contract documents. SUBRECIPIENT shall retain cost records for at least three years following conclusion of the project. All payments are provisional and subject to adjustment within the total estimated cost if adjustment is necessary due to an adverse audit finding against SUBCRECIPIENT.

ARTICLE 5. NOTICES

Any notices required or permitted under this AGREEMENT must be in writing and will be deemed given: (a) three business days after it is deposited and postmarked with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Each party may change its notice address by sending to the other party a notice of the new address. Notices must be addressed as follows:

TFS Administrative Contact:

Texas A&M Forest Service
ATTN: Becky Cupit, Grants Administrator III

200 Technology Way, Suite 1120
College Station, TX 77845-3424
Telephone no: 979-458-6683
Email: bcupit@tfs.tamu.edu

Subrecipient's agent:

ATTN: Genevieve Kitts, Grants Coordinator
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

Telephone number: (512) 393-2209
Email: Genevieve.kitts@hayscountytx.gov

ARTICLE 6. INDEPENDENT CONTRACTOR

This AGREEMENT is not intended to create and does not establish a partnership, joint venture, or employment relationship between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This AGREEMENT is not intended to make employees of either party employees of the other; nor is it intended to make the employees of either party entitled or eligible to participate in any benefits or privileges given or extended by the other party to its employees.

ARTICLE 7. LIABILITY

At all times during and after the termination of this AGREEMENT, SUBRECIPIENT shall, to the extent authorized under Texas law, indemnify and defend TFS, The Texas A&M University System, its regents, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expense, or liability of any kind arising out of or in connection with SUBRECIPIENT's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of TFS.

At all times during and after the termination of this AGREEMENT, TFS shall, to the extent authorized under Texas law, indemnify and defend SUBRECIPIENT, its directors, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses, or liability of any kind arising out of or in connection with TFS's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of SUBRECIPIENT.

ARTICLE 8. RECORDS AND AUDIT

All costs incurred by SUBRECIPIENT in the performance of this AGREEMENT are subject to final review and audit by representatives of SUBRECIPIENT's cognizant Federal Audit Agency; the Comptroller General of the United States; the General Accounting Office; and/or TFS. SUBRECIPIENT shall maintain documents required by applicable Federal Cost Principles and FAR 52.215-1 (Examination of Records by Comptroller General) to support all invoiced costs during and for at least three years after termination of this AGREEMENT or, if under audit, for as long as is required to resolve. During this period, SUBRECIPIENT shall make such records available for inspection by the audit representatives during normal business hours.

ARTICLE 9. TERMINATION

TFS may terminate this AGREEMENT by written notice to SUBRECIPIENT. Upon termination, TFS shall reimburse SUBRECIPIENT as specified in Article 4 for all allowable costs and non-cancelable commitments incurred in the performance of this AGREEMENT to the date of termination, such reimbursement not to exceed the not-to-exceed cost specified in Article 4.

ARTICLE 10. CERTIFICATIONS

SUBRECIPIENT, and SUBRECIPIENT's authorized representative who signs this AGREEMENT, hereby certify, to the best of their knowledge and belief, to the following:

Certification Regarding Lobbying (2 CFR 200.450)
No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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 AGREEMENT, in accordance with 2 CFR 200.450. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 AGREEMENT, SUBRECIPIENT shall complete and submit SF-LLL, "Disclosure Form to Report Lobbying," to TFS. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
Neither SUBRECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

SUBRECIPIENT shall provide TFS with notice of any adverse findings which impact this AGREEMENT. SUBRECIPIENT certifies compliance with applicable provisions of 2 CFR

200.501-200.521, and shall supply a certification, attached hereto as APPENDIX A, for each fiscal year that this AGREEMENT is in effect. SUBRECIPIENT shall provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
SUBRECIPIENT shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Reporting Subawards and Executive Compensation.
SUBRECIPIENT shall comply, to the extent applicable, with the award terms in U.S. OMB regulatory guidance, "Reporting Subaward and Executive Compensation Information," 2 CFR Part 170, Appendix A.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, SUBRECIPIENT may not obligate or expend funds received under this AGREEMENT 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 described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

ARTICLE 11. GENERAL PROVISIONS

The terms of Appendix B are incorporated into this AGREEMENT. To the extent the terms of Appendix B between SPONSOR and TFS apply to this AGREEMENT, then TFS hereby assumes toward SUBRECIPIENT all the obligations, rights, duties, and redress that SPONSOR under Appendix B assumes toward TFS. In an identical way, SUBRECIPIENT assumes toward TFS all the obligations, rights, duties, and redress that TFS assumes toward SPONSOR under Appendix B. Should any terms of Appendix B conflict with the terms in the body of this AGREEMENT, the terms in the body of this AGREEMENT will control. SUBRECIPIENT shall abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this AGREEMENT to the extent those restrictions are pertinent.

This AGREEMENT contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter. This AGREEMENT may only be amended or superseded if expressly stated in a written agreement signed by an authorized representative of each party. Each party hereby objects to any different or additional terms on any purchase order, invoice, acknowledgement, or similar form.

SUBRECIPIENT may not assign this AGREEMENT, in whole or in part, without the prior written consent of TFS. Any attempt to do so is void.
SUBRECIPIENT may not use the name or any adaptation of the name of TFS, The Texas A&M University System, or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement.

Neither party will be liable or responsible to the other party nor be deemed to have breached this AGREEMENT for failure or delay in fulfilling or performing any obligation under this AGREEMENT if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), uses reasonable efforts to avoid or remove such causes of nonperformance, and continue performance with reasonable dispatch when such causes are removed. The affected party shall provide the other party with prompt written notice of any delay or failure to perform that occurs due to force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

The failure of either party at any time to require performance by the other party of any provision of this AGREEMENT will not affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Each provision of this AGREEMENT is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this AGREEMENT remain valid, legal, and enforceable.

SUBRECIPIENT acknowledges that TFS, as an agency of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under Texas law. Nothing in this AGREEMENT is intended to waive or relinquish TFS's sovereign immunity or any other exemptions, remedies, privileges, or immunities as may be provided by law, or to exceed the authority granted to TFS under Texas law or the U.S. Constitution.

To the extent applicable, SUBRECIPIENT shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this AGREEMENT, and that process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT shall submit written notice of a claim of breach of contract under this chapter to TFS's designated official, who will examine SUBRECIPIENT's claim and any counterclaim and negotiate with SUBRECIPIENT in an effort to resolve the claim.

The parties have executed this AGREEMENT on the day and year last specified below.

Texas A&M Forest Service	**Hays County**
By: Travis Zamzow	By: _____
Travis Zamzow Associate Director & CFO	Name: Title:
Date: 07/02/2026	Date: _____

APPENDIX A

FEDERAL GRANT RECIPIENT CERTIFICATION
Uniform Grant Management Standards Audit Requirements

Grant Recipient: _____

Please complete certification Section A or B, whichever applies to your organization.

Section A	**Organizations that expended < $1,000,000 in federal funds during their most recently completed fiscal year.**
	I certify that this organization did not expend $1,000,000 or more during the fiscal year and thus, is not subject to the Uniform Grant Management Standards (UGMS) audit requirements. _____ _____ Authorized Representative *(signature)* Date

Section B	**Organizations that expended ≥ $1,000,000 in federal funds during their most recently completed fiscal year.**
	I certify the following *(please check the box that applies)*: □ We have completed our UGMS audit. The financial statements received an unqualified opinion and there were no material instances of noncompliance with federal laws and regulations or reportable conditions. A copy of the audit report is attached or available at the following webpage: _____ □ We have completed our UGMS audit. There were material instances of noncompliance with federal laws and regulations or reportable conditions noted. A copy of the audit report is attached or available at the following webpage: _____ □ We have not completed our UGMS audit. We expect the audit to be completed by _____ . Within 30 days of completion, we will provide an updated certification form. _____ _____ Authorized Representative *(signature)* Date

Revised 04/29/16

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 23-DG-11083148-500
Between
TEXAS A&M UNIVERSITY SYSTEM, THE
And The
USDA, FOREST SERVICE
SOUTHERN REGION, R8

Project Title: 2023 Implementation of Inflation Reduction Act Urban and Community Forestry Program

Upon execution of this document, an award to Texas A&M University System, hereinafter referred to as "Texas A&M Forest Service," in the amount of **$21,750,000.00**, is made under the authority of 16 USD 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 Inflation Reduction Act Urban & Community Forestry. Texas A&M Forest Service accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 05/05/2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, however match has been waived under the provision of Public Law 117-169 (The Inflation Reduction Act of 2022) and based on assurance from the Cooperator that 100% of the work and funding will be directed to disadvantage communities.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 470-346-8835.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. Texas A&M Forest Service shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Gretchen Riley 200 Technology Way #1281 College Station, TX 77845 979-458-6650 griley@tfs.tamu.edu	Becky Cupit 200 Technology Way #1120 College Station, TX 77845 979-458-6683 bcupit@tfs.tamu.edu

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Annie Hermansen-Baez 1720 Peachtree Street NW, Suite 700 Atlanta, GA 30309 352-757-3378 annie.hermansen@usda.gov	Shelia Loomis 1720 Peachtree Street NW, Suite 700 Atlanta, GA 30309 470-346-8835 shelia.loomis@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Texas A&M Forest Service shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSEMENT PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursement payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	Annie.hermansen@usda.gov

E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **30%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between Texas A&M Forest Service and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, Texas A&M Forest Service shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

F. PRIOR WRITTEN APPROVAL. Texas A&M Forest Service shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 10/1/2022 pursuant to 2 CFR 200.458.

The end date, or expiration date is 5 years upon execution (the date of Forest Service Signature, but not to exceed 5 years).

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are

authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

A.G. Davis 7/18/23

A.G. DAVIS Date
Director, Texas A&M Forest Service

Edward Hunter Digitally signed by EDWARD HUNTER
Date: 2023.07.24 09:32:09 -04'00'

EDWARD HUNTER, JR. Date
Deputy Regional Forester, State, Private & Tribal Forestry

The authority and the format of this award have been reviewed and approved for signature. JoAnn McGee Digitally signed by JO MC GEE
Date: 2023.05.17 08:26:33 -04'00'

JOANN MCGEE Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Texas A&M Forest Service a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Texas A&M Forest Service for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Texas A&M Forest Service or any third party.

C. NOTICES. Any notice given by the Forest Service or Texas A&M Forest Service will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Texas A&M Forest Service, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after

the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Texas A&M Forest Service shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with Texas A&M Forest Service's final payment request, or separately, but not later than 120 days from the expiration date of the award.

G. NOTIFICATION. Texas A&M Forest Service shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for Texas A&M Forest Service to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Texas A&M Forest Service when permission is granted.

J. FUNDING EQUIPMENT FOR STATE RECIPIENTS. Federal funding under this award is available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. States will adhere to State laws and procedures regarding purchase, use, and disposition of equipment.

K. USE OF GOVERNMENT OWNED VEHICLE. Forest Service vehicles may be used for official Forest Service business only in accordance with FSH 7109.19, ch. 60, the

requirements established by the region in which performance of this award takes place, and the terms of this award

L. INTERNATIONAL TRAVEL. When Forest Service funds are used, and no Federal, statutory exceptions apply, Texas A&M Forest Service shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).

M. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Texas A&M Forest Service is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Texas A&M Forest Service may call on Forest Service's Office of Communication for advice regarding public notices. Texas A&M Forest Service is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

N. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Texas A&M Forest Service shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

O. COPYRIGHTING. Texas A&M Forest Service is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Texas A&M Forest Service under this award.
- Any right of copyright to which Texas A&M Forest Service purchase(s) ownership with any federal contributions.

P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Texas A&M Forest Service shall include the following

statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

Q. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish Texas A&M Forest Service a written copy of the decision.

2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, Texas A&M Forest Service appeal(s) the decision to the Forest Service's Director, Cooperative Forestry (CF). Any appeal made under this provision shall be in writing and addressed to the Director, CF, USDA, Forest Service, 1720 Peachtree Street NW Suite 700, Atlanta, GA 30309. A copy of the appeal shall be concurrently furnished to the Signatory Official.

3. In order to facilitate review on the record by the Director, CF, Texas A&M Forest Service shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

4. A decision under this provision by the Director, CF is final.

5. The final decision by the Director, CF does not preclude Texas A&M Forest Service from pursuing remedies available under the law.

R. AWARD CLOSEOUT. Texas A&M Forest Service must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Texas A&M Forest Service must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

S. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

T. DEBARMENT AND SUSPENSION. Texas A&M Forest Service shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Texas A&M Forest Service or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

U. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

V. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      (1) Associated with performance under this award; or
      (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this

section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

W. DRUG-FREE WORKPLACE.

1. Texas A&M Forest Service agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions Texas A&M Forest Service will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any award, the employee:

(1) Shall abide by the terms of the statement, and

(2) Shall notify Texas A&M Forest Service in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. Texas A&M Forest Service agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. Texas A&M Forest Service agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Texas A&M Forest Service learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Texas A&M Forest Service must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

X. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.

3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

Y. ELIGIBLE WORKERS. Texas A&M Forest Service shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Texas A&M Forest Service shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

Z. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

AA. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

BB. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.

3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

CC. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;
(2) enter into a contract (or extend or renew a contract) to procure; or
(3) obtain the equipment, services or systems.

DD. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the ''Davis-Bacon Act'').

EE. BUILD AMERICA, BUY AMERICA (OMB Memo M-22-11). Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

1. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
   a. Applying the domestic content procurement preference would be inconsistent with the public interest;
   b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
   c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver.

Definitions
"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or

- Drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.
"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
   i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
   ii. in the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *https://www.sam.gov.*
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights,* in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

AGENDA ITEM REQUEST FORM: K. 7.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: BOUTTE/FLOCKE

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the submission of the application to the Hays County Master Naturalists in the amount of $1,500.00. **HAMMER/BOUTTE/FLOCKE**

Summary:

The Hays County Master Naturalists chapter funds a grant program through donations from the Willett Foundation. The proposed project is to build a nesting tower for the Chimney Swift bird at Jacob's Well. The eight-foot tower could house up to 100 roosting Chimney Swifts. South Texas is a known region for the Chimney Swift to migrate to between March and October. The project will foster collaboration between Parks and Natural Resources staff and the Hays County Master Naturalists. No match is required.

Grant period: October 2026- February 2027.

Fiscal Impact:

Amount Requested: None
Line Item Number: TBD

Budget Office:

Source of Funds: Grant Funds
Budget Amendment Required Y/N?: TBD
Comments: If the grant is awarded then funds will be budgeted in FY27,

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: If awarded, purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: TBD if awarded
New Revenue Y/N?: TBD if awarded
Comments:

Attachments

Application

Project Grant Application

Applicant Name: Hays County	Contact Phone: 512-393-2209
Project #/Name: Jacob's Well Nesting Tower	Genevieve.kitts@hayscountytx.gov

Describe the activities and key purpose of the project as it is today:

Jacob's Well Natural Area, located in Wimberley, TX, is home to the Chimney Swift bird (*Chaetura pelagica).* This project seeks funding to promote conservation efforts for the Chimney Swift bird whose status is 'Near Threatened' due to deforestation, metal chimneys, and chimney caps. This species gets its name from roosting in hollow trees or chimneys to nest.

Grant funds would be used to purchase the materials needed for Hays County Parks Specialists and the Hays County Chapter of Master Naturalists to build one Chimney Swift tower and purchase educational signage to be placed in Jacob's Well Natural Area. The 8-foot tower is expected to home up to 100 Chimney Swifts. Building the nesting tower will encourage migration and mating of the Chimney Swift bird. This species is vital to maintaining the insect population as well.

The Hays County Parks and Natural Resources Department will provide education, volunteer opportunities, and continued conservation efforts. Similar local projects have been successful in protecting the species in Dripping Springs and Driftwood. The materials used and project specs are based on evidence from the Chimney Swift Conservation Association.

How many volunteer hours were credited to your project in the last 12 months?	1,044.25
On average, how many MN volunteers work on your project in a given year?	64
On average, how many non-MN volunteers work on your project in a given year?	10

Describe how you would use a Grant to enhance/expand your Project: (be specific)

Hays County Chapter of Texas Master Naturalists have done many projects in collaboration with the Hays County Parks and Natural Resource Department. Our proposal is to construct a 8-foot Chimney Swift Tower at Jacob's Well Natural Area with the help of Master Naturalist volunteers. The purpose of this project is to promote a safe housing structure for the vulnerable and decreasing population of birds called the Chimney Swift (*Chaetura pelagica).* The tower is expected to house about 100 Chimney Swifts to nest. This species is unique because they nest as a pair, limiting areas to nest. Deforestation has reduced hollow trees and chimneys have been increasingly made of metal or capped by homeowners. Chimney Swifts commonly migrate to the Central half of the United States in the spring to breed.

Evidence from the Chimney Swift Conservation Association demonstrates the selected materials and building specs to be an ideal environment for nesting habits. The project is built to reduce heat exhaustion in the spring and summer months the Chimney Swifts would occupy the location.

This wildlife conservation project will enhance education efforts for the birds. Visitors will be able to hike down the main trail and look at the tower. Hays County Parks Staff currently maintain a regular tour schedule. This area will be made a part of the tour to increase awareness and education of the Chimney Swift to promote conservation efforts.

Email completed form to willett@haysmn.org

(Attach additional pages if needed)	
Amount requested (please provide line item budget plan on the following page	$1,500.00
Timeline for completion	October 2026 – February 2027
Comments: Material List items purchased at Lowe's and McCoy's Building Supply Dimensions: 8' Tower Dimensions: nest chamber ISD = 19 3/4" x 19 3/4" x 8' Materials: Textured 1-11 siding, wooden (5/8"), with Hardi Panel exterior Foundation: 55" x 55" x 5 1/2" concrete slab, 1 ½" x 1 ½" angle steel legs	

Budget Plan

Item Description	Quantity	Cost each	Cost Totals	Purpose/Comments
Sheets of 4' x 8' textured one eleven siding with grooves 4" on center	2	39.99	79.98	Interior Tower Sections Nesting Chamber
Sheets of 2' x 8' x ¼" hardie soffit	4	67.99	271.96	Hardie Siding Panels (only need 2 from mccoys to cut in half 4')
Sheets of 4' x 8' x ¾" foil-sided rigid foam insulation board	2	29.99	59.98	Insulation for inside tower walls
1 ½" x 1 ½" x 1/8" angle steel measuring 5' long	4	36.98	147.92	Steel tower legs
1" x 4" x 8' pressure-treated lumber	8	4.88	39.04	Wide outside corners, insulation panels
1" x 4" x 10' pressure-treated lumber	4	5.79	23.16	Inside and outside corners and cleats
2" x 4" x 8' pressure-treated lumber	1	4.79	4.79	Inside horizontal cleats
½ sheet (4' x 4') of ¾" pressure-treated plywood	1	65.99	65.99	Top, Sun collar, bottom, and hardie support cleats
2" x 6" x 10' #2 yellow pine	2	11.08	22.16	Concrete foundation form
2" x 6" x 8' #2 yellow pine	1	9.08	9.08	Concrete foundation form
2" x 4" x 8' #2 yellow pine	4	4.28	17.12	brace bars and stakes

Email completed form to willett@haysmn.org

2” x 2” x 10’ metal corner trim (2 6ft)	2	36.98	73.96	Corner trim to weatherproof
4” x 16” louvered aluminum soffit vents with built-in insect screening (pk of 4)	8	4.28	34.24	Air ventilation of tower
#12 x ¾” pan head sheet metal screws metal to metal (8 pk)	10	1.57	15.70	Bottom tower section
1 ¼” grip rite #8 screw size coarse thread sharp point exterior screws (184 ct.)	1	10.48	10.48	Bottom tower section
1 5/8” grip rite #8 screw size coarse thread sharp point exterior screws (153 ct.)	1	10.98	10.98	Interior tower section
3” deck screws (73 ct.)	1	10.98	10.98	Tower construction
#6 x 1/2” pan head sheet metal screws for attaching the metal trim and vents (25 ct.)	2	4.90	9.80	Tower construction
½ lb of 1 ½” sheetrock nails	1	7.99	7.99	Assembling the narrow outside corners and the wide outside corners
1” stainless steel fender washers with ¼” center hole	4	2.19	8.76	Securing the bottom to the tower
Masonry bit 3/16”	1	6.98	6.98	Pre-drill screw holes for structure
Masonry bit 3/8”	1	9.38	9.38	Pre-drill screw holes for structure
Roll of exterior duct tape	1	7.98	7.98	Hold materials in place
72ft of 3/8” rebar cut into (8 @ 48” / 16 @ 24” / 8 @ 12”	8	5.98	47.84	Foundation and support
48” rebar 3/8” Diameter	8	2.99	23.92	Foundation form tower legs reinforcement
24” rebar 3/8” Diameter	16	1.79	28.64	Foundation form tower legs reinforcement
12” rebar 3/8” Diameter	8	1.19	9.52	Foundation form tower legs reinforcement
Package of 100 rebar tie wire	1	8.78	8.78	Foundation parts
80 lb bags of ready mix concrete	15	6.24	93.60	Tower and foundation parts
Can of spray primer (enamel)	1	7.48	7.48	Exterior Parts
Can of spray paint (enamel)	1	10.48	10.48	Exterior Parts
Quarts of exterior latex enamel paint (Light color)	2	28.98	57.96	Exterior Parts
Paint brush 3”	1	8.49	8.49	Exterior Parts
Paint roller and extension pole	1	16.40	16.40	Exterior Parts
Paint roller pan	1	11.99	11.99	Exterior Parts

Email completed form to willett@haysmn.org

Tube of paintable exterior caulk	1	9.29	9.29	Top and sun collar
Container of tanglefoot (insect barrier)	1	13.99	13.99	Wood protectant
Small putty knife	1	2.27	2.27	Manipulates putty to close cracks and holes
Pack of wooden shims	1	1.78	1.78	Balancing wood pieces
Signage to be displayed near the tower on the park trail	1	$199.16	$199.16	Signage
Total:			$1,500.00	

Notes/Comments

Email completed form to willett@haysmn.org

AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: BOUTTE/FLOCKE

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the submission of the grant application and execution of associated documents to Texas Parks and Wildlife, Local Parks, Non-Urban Outdoor program in the amount of $32,257.42.
HAMMER/BOUTTE/FLOCKE

Summary:

This notice of funding is to develop recreational activities at public parks. The project is to build an observation deck and create a safe barrier to the Wimberley Bat Cave entrance to protect the environment and promote recreation. This project will be along the Wimberley Bat Cave Trail, at Karst Canyon Preserve. This project is a three-year grant period. The project will be separated into phase one, the observation deck, and phase two, the fencing. The required match is 50% at $16,128.71.

Project period: 07/01/2027-09/30/2028

Fiscal Impact:

Amount Requested: $16,128.71
Line Item Number: TBD if grant is awarded.

Budget Office:

Source of Funds: Texas Parks and Wildlife Grant/General Fund
Budget Amendment Required Y/N?: TBD if grant is awarded.
Comments: Matching funds will be budgeted in the appropriate fiscal year if the grant is awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: If awarded, purchases must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: TBD if awarded
New Revenue Y/N?: TBD if awarded
Comments:

Attachments

Resolution
Budget and Timeline
Certification and Assurances
Project Abstract

A RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT, AS HEREINAFTER REFERRED TO AS "APPLICANT", DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF, THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT", FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING TE PROPOSED SITE FOR PERMANENT 9OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) PUBLIC PARK AND RECREATIONAL USES.

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

NOW, THEREFORE, BE IT RESOLVED, that:

1. That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.
2. That the Applicant hereby certifies that the matching share for this application is readily available at this time.
3. That the Applicant hereby authorizes and directs the County Judge to act for the Applicant in dealing with the Department for the purposes of the Program, and that the County Judge is hereby officially designated as the representative in this regard.
4. The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as the Wimberley Bat Cave Observation Deck – Karst Canyon Preserve in the County of Hays for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

ADOPTED THIS THE 28TH DAY of JULY, 2026

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Morgan Hammer
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

Hays County TPWD Local Parks Grant: Karst Canyon Preserve

Category	Narrative	Total	TPWD Total	Hays County Total	Timeline
Construction	Observation deck around the Wimberley Bat Cave	$17,537.42	$8,768.71	$8,768.71	07/01/2027-12/31/2027
Construction	Chainlink fence at the entrance of the Wimberley Bat Cave	$14,720.00	$7,360.00	$7,360.00	10/01/2027-09/30/2028
	Project Total	32257.42			
	TPWD Total		$16,128.71		
	Hays County Match			$16,128.71	
	Project Period: 07/01/2027-09/30/2028				

Local Park Grant Program
Applicant's Certification & Program Assurances

As the duly authorized representative of the sponsor designated in the Resolution Section 3, ***I certify that the Applicant:***

1. Has complied with all pertinent local and state laws, and Local Parks Grants Program requirements regarding public hearings, including floodplain development, if appropriate.
2. Has the required proportionate share of funds available and sufficient for the project as required by Section 13.309 of the Parks and Wildlife Code.
3. Will maintain and operate areas acquired or developed with program assistance at sponsor expense as required by Section 13.309 of the Parks & Wildlife Code.
4. Will permanently dedicate for public park and recreation use all project area(s) which receive program assistance, as required by Chapter 640.1.2 of the *Local Park Grant Program Manual*.
5. Has the legal authority to apply for program assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
6. Will give the State of Texas, hereafter referred to as "State," through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Texas Parks & Wildlife Department, and will record any federal interest in the title of real property in accordance with U. S. Department of Interior directives.
8. Will dedicate and permanently maintain any property designated as a natural area, wetland, or open space to meet program guidelines.
9. Will comply with all provisions of the "Summary of Guidelines for Administration of Local Park Grant Acquisition & Development Projects."
10. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
11. Will obtain all required state and/or federal permits related to project development.
12. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.
13. Will furnish quarterly progress reports and such other information as may be required by the Department.
14. Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.
15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Applicant's Certification & Program Assurances - Continued

16. Will comply with all State and Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for program assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.
17. Will comply with the flood insurance purchase requirements of Section 4012(a) of the Flood Disaster Protection Act of 1973 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in an amount at least equal to its development or project cost.
18. Will comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuance to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S. C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Will assist the Department in assuring compliance with the Texas Antiquities Code.
21. Will cause to be performed the required financial and compliance audits in accordance with the state or federal Single Audit requirements.
22. Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

_____
Sponsor/ Project Name

_____
Signature of Official Authorized in Resolution

_____
Print Name and Title of Official

_____
Date

Project Information

Hays County **LP-2027-Hays County-00036**

General Project Information

Technical Assistance Desk Guide

Project Name: **Wimberley Bat Cave Observation Deck**
(Example “City Park”):

Project Type:
[ ] Land acquisition only
[✔] Development/Renovation only
[ ] Land acquisition **AND** development/renovation combination

Have you previously submitted an application for this project to the Local Parks Grant Program?
[ ] Yes [✔] No

Is this an Indoor or Outdoor Project?
If unsure please contact Local Park Grants Staff.
[ ] Indoor
[✔] Outdoor

If Outdoor, what recreation elements do you intend to construct as a part of this grant project?

[ ] Amphitheater
[ ] Basketball
[ ] BirdBlinds
[ ] Camping
[ ] Cricket
[ ] Disc Golf
[ ] Dog Park
[ ] Football
[ ] Habitat Restoration
[ ] Kayak Launch
[ ] Lighting
[ ] Parking
[ ] Pickleball
[ ] Pier
[ ] Pool
[ ] RV Pads
[ ] Site Furnishings
[ ] Soccer
[ ] Splashpad
[ ] Tennis
[ ] Utilities
[✔] Other
Please specify
Observation deck and fencing

[ ] Baseball
[ ] Bike Trails and Facilities
[ ] Bleachers
[ ] Concessions
[ ] Dedicated Open Space
[ ] Dock
[ ] Exercise Equipment
[ ] Golf
[ ] Interpretive Signage
[ ] Kickball
[ ] Native Landscaping
[ ] Pavilion
[ ] Picnic Facilities
[ ] Playground
[ ] Restrooms
[ ] Shade Structures
[ ] Skatepark
[ ] Softball
[ ] T-Ball
[ ] Trails
[ ] Volleyball
[ ] Other Support Facilities
Please specify

Statement of Work

Briefly describe your project scope:

Hays County Parks and Natural Resources Department have identified the Wimberley Bat Cave within the Karst Canyon Preserve as being a priority area to place permanent fencing and an observation deck to protect the natural features of the cave, wildlife, and visitors. This project will require construction in the immediate surroundings of the Wimberley Bat Cave. The fence will be a chain link fence at the opening of the cave to prevent injuries and harm to individuals and wildlife. Additionally, there will be an observation deck that is 5 ' tall with a 144 sq. ft. platform with stairs leading up to it from the trail. This project is an expansion of the work that has already taken place to open Karst Canyon Preserve and the Wimberley Bat Cave Trail for the public in early 2026.

List new recreational resources and support facilities proposed for construction as part of this project:

Observation deck- 144 sq. ft.
Fencing at the cave entrance

List recreational resources and support facilities to be replaced or renovated as part of the is project:

Crossbuck fencing

List recreational resources and support facilities currently present at the project site that will not be replaced or renovated as part of this project:

Trail
Signage
Benches

Explain how this project fits as part of any other projects planned for this same site in the next three years:

Karst Canyon Preserve opened to the public in March 2026. Phase 1 of this project included developing a 1.96 mile trail the leads visitors from an existing parking lot adjacent to Jacob's Well Natural Area , to the Wimberley Bat Cave, and loops back to the parking lot. Along the trail are mile markers, permanent signage, and benches for visitors to enjoy the park. Phase 2 of the project will occur over the next few years to add the Upland Trail , and extension of the Wimberley Bat Cave Trail. The Upland Trail will add 2.39 additional miles of hiking paths. The Upland Trail will also have signage, mile markers, and benches for recreation.

For outdoor grants, are there any pre-existing or planned **indoor** facilities on site? If so, describe how the structure supports outdoor recreation:

Adjacent to Karst Canyon Preserve is the Jacob's Well Natural Area. They share a public parking lot. JWNA, has an indoor Nature Center where staff work from. The Nature Center has a public bathroom.

Is your site contiguous with or connected to any federally owned recreation area?
No

Is this a multi-use site (i.e. school, reservoir, etc.)? If yes, explain how often the public will have recreation access to the site and what kinds of restrictions to outdoor public use will occur. If no, type N/A.

No restrictions should occur

AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: BOUTTE/CARDENAS/DOINOFF

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to ratify the submission of a grant application to the St. David's Foundation, Catalyzing Community-Led Change grant in the amount of $277,212.10. **BECERRA/BOUTTE/CARDENAS/DOINOFF**

Summary:

The Hays County Clerk's Office and Election Department are partnering to apply for a mobile unit, supplies, and equipment to increase the accessibility of their services. Barriers to access have been identified as transportation, language, isolation, and internet access. This grant period is three years. The grant application was due July 23rd, 2026. There is no match required.

Grant period: 10/01/2026-09/30/2029

Fiscal Impact:

Amount Requested: None
Line Item Number: TBD if awarded

Budget Office:

Source of Funds: St. Davids Grant
Budget Amendment Required Y/N?: No
Comments: The grant revenue and expenditures will be budgeted in FY27, if awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: If awarded, purchases must follow the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: TBD if awarded
New Revenue Y/N?: TBD if awarded
Comments:

Attachments

Narrative
Budget

Government Where You Are: A Mobile Civic Engagement and Public Services Initiative

The Hays County Clerk's Office is dedicated to serving more than 304,000 residents between San Marcos, Kyle, Buda, Dripping Springs, and Wimberley (U.S. Census Bureau, 2025). The Office has identified gaps in service utilization through constituent feedback, local data, and statewide surveys to inform program planning efforts that will work to address systemic gaps. The Hays County Clerk's Office holds the power to be an individual's first step to accessing healthcare, education, homeownership, veteran's services, elections, and rehabilitation. The Office exists to record and file vital records, forms, and court minutes.

The County Clerk's Office and Elections Department will collaborate to maximize the breadth of this project. Both offices are uniquely positioned to advance community health by expanding access to essential government services, strengthening civic engagement, and building sustainable partnerships that work to address the social drivers of health. While the office's statutory responsibilities include maintaining public records, administering elections, and supporting the county court system, these functions also create opportunities to improve long-term health outcomes through outreach, education, and collaboration.

The expansion of the County Clerk's Office and Elections Department through a Mobile Unit will further improve community health by bringing essential county services directly into neighborhoods, rural communities, senior centers, schools, libraries, and community events. In partnership with County Departments, local healthcare providers, public health agencies, veterans' organizations, and nonprofit partners, the Mobile Records Unit can serve as a platform for health education, resource navigation, voter registration, and referrals to community services. Reducing transportation and accessibility barriers allows residents to more easily obtain vital

records and other documents that are often required to access healthcare, public benefits, housing assistance, employment, voter registration/election services, and educational opportunities.

Existing Barriers

One barrier to civic engagement is the underrepresentation of minority groups. Hays County's population is diverse, with 40.9% of the County residents being Hispanic or Latino (U.S. Census Bureau, 2025). Nearly a quarter (24.7%) of the population speaks a language other than English at home (2025). Navigating information and documentation in another language is difficult and can lead to underutilization of County services and resources amongst partnering organizations (National Association of Counties, 2025). Similarly, nearly 15.0% of the population is over 65 years old. Older adult populations face barriers including isolation, lack of transportation, financial burden, inaccessibility of technology, and inaccessibility due to living with a disability.

Another underlying barrier to accessing County services is poverty. More than ten percent (10.8%) of Hays County residents are experiencing poverty. The median household income was $89,097.00. It is estimated an individual would need to earn an hourly salary of $47.93 to cover basic household expenses for a family of three (County Health Rankings, 2026). These circumstances are exacerbated by those living in rural areas, in which nearly 30.0% of the population calls home. Limitations to living in a rural area also encompass broadband access. Hays County has identified 7.0% of households do not have broadband internet access (U.S. Census Bureau, 2025). Poverty can impede resource utilization due to time, associated costs, transportation, and lack of internet access and printing services.

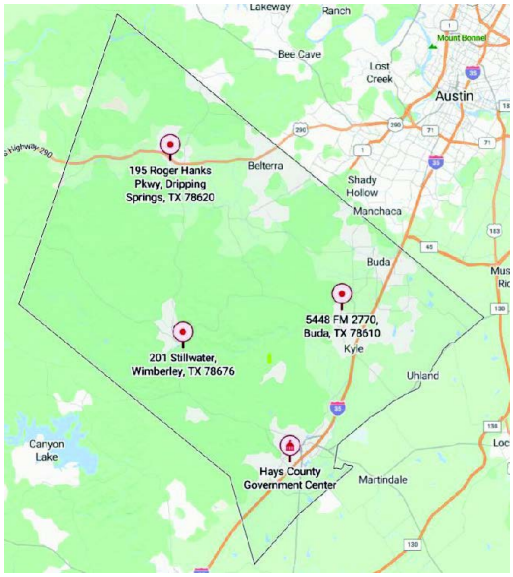
The Hays County Community Health Needs Assessment (2023) identified there was a lack of civic engagement among residents. Without civic engagement, individuals are not able to perpetuate their needs. This is especially true among local civic engagement at the State, County, and City levels. One of the top ten ranked solutions was to increase community engagement among Hays County residents by improving access to information about readily available resources. The MAPP Steering Committee identified methods of communication such as flyers, social media campaigns, and educational events as useful to increasing civic engagement and health literacy.

Existing Efforts

Extending accessibility to increase civic engagement is something the Hays County Clerk's Office has spearheaded through several efforts including:

- The Clerk's Office has established substations in Precincts 2- Kyle, 3- Wimberley, and 4- Dripping Springs.

Hays County Map of County Clerk's Office Substations



- The Clerk's Office has accepted donations and sponsorship to host events that waive associated fees for documents.
- The Clerk's Office prioritizes hiring bilingual staff and ensures a bilingual staff member is available to residents during operating hours.
- The Commissioners Court approved the purchase of an after-hours phone operating service to help residents navigate the services offered outside of operational hours.
- The Clerk's Office has successfully attended community events to provide timely and relevant documentation on site.
- The County Clerk's Office adopted Vista, email, mail, and in-person inquiries to diversify record obtainment procedures.

The Hays County Clerk was elected by constituents to promote the four guiding principles: increase convenience for constituents, improve customer service, promote efficiency, and preserve of historic records. The future elected Hays County Clerk is the existing Deputy Director within the County Clerk's Office. They share the lived experience and guiding principles to continue this work over the next four-year term. Existing staff within the County Clerk's Office are familiar with the four guiding principles and will also continue to fulfill the daily duties necessary to achieve these principles.

Partnerships

The National Association of Counties (2025) emphasizes the importance of fostering community organization between local government, community organizations, and residents that share the same concerns to meet the needs of diverse populations.

Hays County Elections Department

To address the existing barrier of underrepresentation among marginalized populations in local decision making, the Hays County Elections Department was identified as being a strong internal partner that would increase their existing program capacity by utilizing a mobile unit. In the 2024 general election, Hays County supported 45 total polling locations. Of the 186,198 registered voters, 67.58% cast a ballot. Voter turnout was significantly low during the recent 2026 Democratic and Republican Primary Elections. Results demonstrate that among the 193,013 total registered voters, 17.64% of the democratic and 9.68% of republican voters cast their ballot. This highlights a significant gap in local civic engagement and highlights the need to identify barriers to participation and develop solutions.

The Elections Department also contributes to healthier communities by increasing voter access and civic participation. Outreach efforts focused on voter education, accessible voting options, and community engagement help ensure that all eligible residents can participate in decisions that shape public health, healthcare access, infrastructure, and other policies affecting quality of life. Increased civic participation strengthens community resilience and fosters greater trust between residents and local government.

The Elections Department fosters collective power by engaging 450 volunteers to support voter registration and election processes. Hays County Commissioners Court, District Attorney's Office, Sheriff's Office, and the Elections Department established the Elections Task Force. This task force was initiated following shared concerns among constituents about security, accessibility, accuracy, privacy, and integrity around voter registration and elections. The Task Force reviews complaints submitted online by constituents to uphold democracy.

Communication Channels Between Constituents and County Commissioners

The County Clerk's Office is committed to enhancing communication between constituents and the Commissioners Court by creating additional opportunities for public engagement, improving transparency, and strengthening relationships with community organizations. Ongoing outreach and collaboration will help identify emerging community needs, improve coordination among service providers, and ensure county resources are responsive to residents' health and well-being.

Through these initiatives, the County Clerk's Office and Elections Department will leverage existing public services and trusted community relationships to promote long-term health, improve access to critical resources, reduce barriers to care, and strengthen the overall well-being of the communities they serve.

Precinct 1 Resource Fair

Photo is of the County Clerk’s Office staff at the Precinct 1 Resource Fair

Mobile election services significantly improve a community's public health by lowering logistical barriers to civic engagement, which is recognized as a social driver of health.

Bringing voter registration and election education directly into neighborhoods—particularly near

hospitals, clinics, and underserved areas—creates a direct positive feedback loop between democratic participation and community wellness. Amongst older adult voters, a longitudinal study identified mortality rate decreases between 29% up to 45% compared to nonvoters no matter their political affiliation or financial standing (Handy & Konrath, 2026). Similarly, in-person and remote voting were associated with reduced mortality risk and can be associated to the sense of belonging and connection (2026).

Civic participation has been identified to yield health benefits including reduction of depression, reduced stress, and lower cortisol due to a perceived decrease in social isolation and increase in social capital (Office of Disease Prevention and Health Promotion, n.d.). In 2022, more than a quarter (27.0%) of adults reported they sometimes or never get the social and emotional support they need (County Health Rankings and Roadmaps, 2025). Increased voter turnout has shown to increase potential for funding of social programs, maximizes clinic and hospital outreach, and align democratic and medical resources.

Specialty Courts

The County Clerk's Office provides critical administrative support for the county's specialty courts, including the Mental Health Court, Veterans Treatment Court, and DWI Court. These problem-solving courts connect participants with behavioral health treatment, substance use recovery services, veteran-specific resources, and community support programs that reduce recidivism while improving individual and family well-being. By ensuring the efficient operation of these courts, the County Clerk's Office helps strengthen access to services that promote recovery, stability, and healthier communities.

Over the last three years, the Hays County Clerk's Office has filed more than 6,800 cases among probate/guardianship, civil, juvenile, and criminal misdemeanor courts (including specialty courts). Staff have recorded more than 60,500 documents including property records, birth certificates, death certificates, and marriage licenses.

Outreach Flyers and Events

Hays County Clerk's Office Staff

Position title	Name	Strengths	Division	Years of experience
Assistant County Clerk	Cynthia Millonzi	Administration	N/A	5
Chief Deputy	Roxanne Rodriguez	Project Management, Program Coordinator	Records Division	18
Senior Deputy	Anne Medina	Vitals, Official Public Records and Substation Coordinator	Records Division	7
Senior Deputy	Briana Ramirez-Vargas	Archive and Official Public Records, Intern Coordinator, Spanish speaker	Records Division	7
Senior Deputy	Korey Thornton	Official Public Records, Vitals, Project	Records Division	2
Financial Specialist III	Madison Gish	Administration support, Inventory Mgmt.	Records Division	6
Deputy Clerk	Amanda Garza	Community Outreach Specialist	Records Division	4
Deputy Clerk	Jacob Gordillo	Community Outreach Specialist	Records Division	2
Deputy Clerk	Alejandra Lopez	Community Outreach Specialist	Records Division	1

Hays County Elections Department Staff

Position title	Name	Strengths	Years of experience
Elections Administrator	Jennifer Doinoff	Administration and Conduct of Elections	11
Assistant Elections Administrator	Virginia Flores	Staff and Administrative Support Services	23
Cliff Ormiston	Elections IT Coordinator	Election Technology, Cyber Security, and Infrastructure	7
Ben Kleiber	Elections Administrative Specialist	Administrative Support to the Elections Administrator	3
Public Relations	Kayla Booker-Harrell	Voter Registration Outreach, Intern Program Coordination	3
Equipment Field Specialist	Melissa Jordan	Preventative Maintenance, Troubleshooting, Voting System Inventory	5
Equipment Data Coordinator	Anthony Valentin	Preventative Maintenance, Troubleshooting, Voting System Inventory	2
Equipment Data Coordinator	Raul Hermosillo	Preventative Maintenance, Troubleshooting, Voting System Inventory	3 months
Equipment Data Coordinator	Garrett Iler	Preventative Maintenance, Troubleshooting, Voting System Inventory	3 months
Voter Registration Clerk	Martha Rose	Process and Manage Voter Registration	6
Voter Registration Clerk	Erica Hinder	Process and Manage Voter Registration	3
Front Office Election Specialist	Laura Bortel	Front Office Coordination and Reception	7 months
Ballot By Mail Coordinator	Mary Sampson	Process and Manage Ballot by Mail	3
Ballot By Mail Coordinator	David Martinez	Process and Manage Ballot by Mail	2

Program Logic Model

Priorities	**Inputs**	**Activities**	**Outputs**	**Short-term outcomes**	**Medium-term outcomes**	**Long-term outcomes**
What gaps have we defined?	Program resources	What we will do	Who we will reach	What we will accomplish in year 1	What we will accomplish in years 2-3	What we will accomplish beyond year 3
Resource underutilization Language barriers Lack of transportation Time constraints Hours of operation Rural areas Lack of broadband internet access Older adults Populations experiencing disabilities	<u>Existing:</u> Staff in the County Clerk's Office and Elections Department Existing partnerships Website and social media utilization Research to identify and assess gaps <u>Program:</u> The Mobile Unit Partnerships through MOUs	Provide documentation Manage records Increase accessibility Visit underserved areas more frequently Develop a campaign Build trust among underserved populations Foster partnerships	Rural populations Older adult populations Populations with limited access to transportation Non-English-speaking populations	Adopt MOUs to regularly offer services Deliver documentation Increase service delivery areas Increase access to services and information	Educate community members of the required documentation to utilize resources Connect constituents to resource networks Organize a campaign to increase awareness and education Increase voter registration and participation	The mobile unit will be an asset to the County to be used between the County Clerk's Office and the Election Department Marginalized populations will increase service utilization Partnerships that leverage unique skills to build resident leaders

Goals and Objectives

The goal of the program is to empower constituents by providing them with education and resources to participate in civic engagement by 2029 led by the County Clerk's Office and Elections Department.
Objective 1. Hays County will identify and establish MOUs with partnering organizations to commit to a number of appearances and the types of services that would be offered through the mobile unit.
Objective 2. By 2029, the Mobile Unit would be utilized at twenty-four total community events to provide information and services to residents.
Objective 3. Partnering organizations will educate their community members on how to utilize the provided documentation to access resources and participate in civic engagement through educational sessions, outreach materials, social media, and tabling.
Objective 4. The Hays County Clerk's Office and the Elections Department will promote a two-year campaign through print and social media on what documentation is required to engage in social services or participate in civic duties.

Program Activities

The program will kickoff by purchasing a mobile unit for the Clerk's Office to perform outreach in the community. This unit will be available to provide tangible resources and promote awareness of the services the county offers to link individuals to additional existing resources. The van will be staffed with up to four individuals to provide on demand services and education for residents to be successful civic leaders. This van will be equipped with two mobile desks for Clerks to fulfill documentation needs. Documents will be printed or filed on site and may include vital records and other forms. The Clerk's Office will extend the same services they offer currently in their brick and mortar.

Technology is essential to making this program possible. Laptops will be assigned directly to the unit to ensure staff can rotate schedules without technology interruptions. Starlink will be fixed to the unit to ensure broadband internet access is available, especially in rural areas. Printers will be in the unit to print documents on demand for constituents to fulfill their

immediate needs. A shredder and lockable storage will ensure privacy of documentation throughout transportation and events. Staff will have card processors to accept payment.

Activities that take place outside of the unit will be essential to ensure environmental barriers do not negatively impact service delivery. Tents will be used to organize queues outside of the unit. Fans and flood lights will be beneficial to reducing weather elements and extend service delivery hours into the evening hours.

Scheduling

Specific services may be requested as priority by partners upon scheduling (e.g. birth certificates at back-to-school events, DD-214 filings at the VFW Post, voter registration cards at Texas State University). In year one, the County Clerk's Office will host meetings and spread awareness of the anticipated start date for mobile services amongst resident leaders. Ahead of program launch, staff will adopt MOUs through Commissioners Court to ensure services will be provided on a routine basis amongst partners. Partners and event hosts will be able to request the mobile unit's presence and specific services through the County Clerk's website.

The Mobile Unit will primarily be used by the Hays County Clerk's Office. When not in use, or in seasons of voting, the Elections Department will utilize this resource in a similar fashion to register voters, increase volunteer capacity, and educate the population on how to vote and where to vote.

The mobile unit may also be used to support Commissioners Court and specialty courts on days where it is anticipated to have a high volume of civic engagement or participant turnout. The Clerk's Office accepts and maintains all public comments both electronically and on paper during Commissioners Court. The mobile unit will help organize the flow of information and

ensure all voices are heard throughout Commissioners Court meetings. Similarly, the Clerk's Office maintains filings amongst specialty court participants.

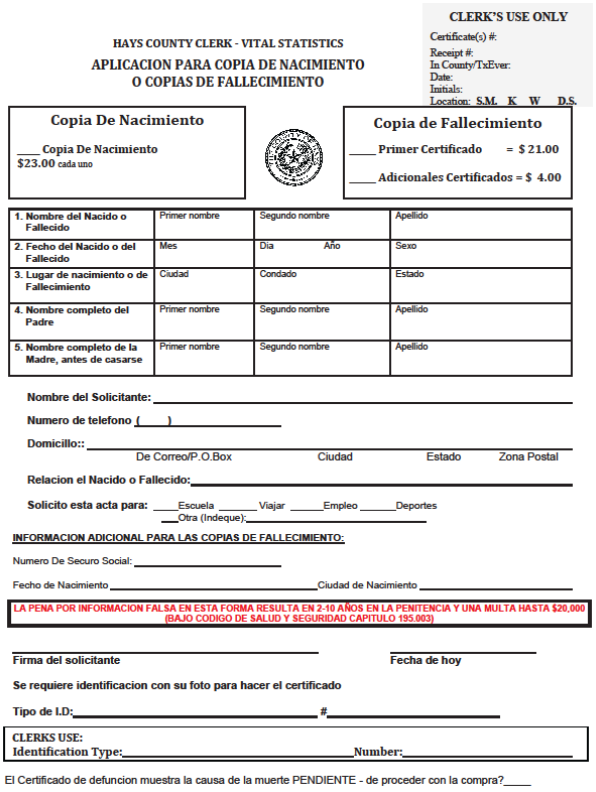
Program Campaign

In year one, the Hays County Clerk's Office and Elections Department will organize a campaign to inform residents what documentation is needed to perform daily activities. For example, a poster may be distributed at each public library to inform the public that birth certificates are used to apply for passports, enroll in public school, obtain an driver's license, registering a social security number, enlist in the military, and applying for government benefits. The vision for the campaign would be to *increase the connection between the documentation needed to perform daily activities.*

Campaign materials may be printed on flyers or posters, on the Hays County website, through social media, and text messaging services. Through seasons leading up to elections, campaign materials would be of how to register to vote, voting locations in the county, and what a ballot looks like. Campaign materials may be established to be between partnering organizations the mobile unit, which is one of the benefits to adopting an MOU.

Campaign materials would never be used to influence elections, lobbying, and political campaigns. The goal is for constituents to identify and connect the services the Mobile Unit offers to daily activities.

Program Materials in Other Languages



HAYS COUNTY CLERK - VITAL STATISTICS

APLICACION PARA COPIA DE NACIMIENTO O COPIAS DE FALLECIMIENTO

CLERK'S USE ONLY
Certificate(s) #:
Receipt #:
In County/TxEver:
Date:
Initials:
Location: S.M. K W D.S.

Copia De Nacimiento

____ Copia De Nacimiento $23.00 cada uno

Copia de Fallecimiento

____ Primer Certificado = $ 21.00

____ Adicionales Certificados = $ 4.00

1. Nombre del Nacido o Fallecido	Primer nombre	Segundo nombre	Apellido
2. Fecho del Nacido o del Fallecido	Mes	Dia Año	Sexo
3. Lugar de nacimiento o de Fallecimiento	Ciudad	Condado	Estado
4. Nombre completo del Padre	Primer nombre	Segundo nombre	Apellido
5. Nombre completo de la Madre, antes de casarse	Primer nombre	Segundo nombre	Apellido

Nombre del Solicitante: _____

Numero de telefono (____) _____

Domicillo:: _____
De Correo/P.O.Box Ciudad Estado Zona Postal

Relacion el Nacido o Fallecido: _____

Solicito esta acta para: ____Escuela _____Viajar _____Empleo _____Deportes
__Otra (Indeque):_____

INFORMACION ADICIONAL PARA LAS COPIAS DE FALLECIMIENTO:

Numero De Securo Social: _____

Fecho de Nacimiento _____Ciudad de Nacimiento _____

LA PENA POR INFORMACION FALSA EN ESTA FORMA RESULTA EN 2-10 AÑOS EN LA PENITENCIA Y UNA MULTA HASTA $20,000 (BAJO CODIGO DE SALUD Y SEGURIDAD CAPITULO 195.003)

_____ _____
Firma del solicitante Fecha de hoy

Se requiere identificacion con su foto para hacer el certificado

Tipo de I.D:_____ #_____

CLERKS USE:
Identification Type:_____Number:_____

El Certificado de defuncion muestra la causa de la muerte PENDIENTE - de proceder con la compra?____

Durability

Record maintenance and document filings are an essential function of the County that has existed for thousands of years. The program has leverage being a government entity to maintain the capacity to fulfill the roles between the County Clerk's physical location, substations, and in the mobile unit. The County Clerk's Office also works to budget for staff training and continuing education opportunities to meet statutes, promote best practices, and enhance services. Similarly, the County Clerk's Office accepts payments through fees in the Records Management Fund. Both the County general fund and the Records Management Funds are monetary sources to maintain the mobile unit.

The Hays County Clerk's Office has streamlined a process to allow partners to cover the overhead fees for services. In the past, mobile services have been available through tabling. Partners have donated funds through the county, to waive the fees at the time of the event. This has been a successful initiative in the past, and something the County will continue to fulfill when available. It is feasible for staff to track and manage participants through name sheets, at events with a target audience, or when a specific service is requested to ensure the needs of individuals are met.

An example of Hays County's experience is through the Mobile Vaccine Unit within the Health Department, that was also funded by St. David's. The Mobile Vaccine Unit is a county resource that has proven success. The Mobile Vaccine Unit is recognizable, connecting individuals to services. It has been used to increase access to healthcare, especially amongst special populations in rural areas, among older adults, youth, and low income families. The Mobile Vaccine Unit has continuously been present at reoccurring community events, so people now expect to receive that service on an annual basis at a set location.

Through this experience, the County has built a maintenance plan, defined protocols and procedures at special events, set up scheduling, and tailored travel services to be on demand. Routine maintenance can be scheduled and maintained through the County Clerk's Office.

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SAMPLE BUDGET TEMPLATE

This budget should include all expenses for the proposed work, not just those requested from St. David's Foundation.

Organization Name: Hays County Clerk's Office

Request Title: Government Where You Are: A Mobile Civic Engagement and Public Services Initiative

Budget Period Start Date 10/1/2026
Budget Period End Date 9/30/2029

	Year One	Year Two	Year Three	Total
	Project Expenses	Project Expenses	Project Expenses	Total Project Expenses
Personnel	$ -	$ -	$ -	$ -
Fringe (Benefits & Taxes)	$ -	$ -	$ -	$ -
Advertising/Marketing	$ 3,000	$ 3,000	$ 3,000	$ 9,000
Consultant/Contractor Fees	$ -	$ -	$ -	$ -
Program Costs	$ 176,550	$ 1,600	$ 1,600	$ 179,750
Technology	$ 19,794	$ 2,580	$ 2,580	$ 24,954
Training	$ -	$ -	$ -	$ -
Funds distributed to collaborative	$ -	$ -	$ -	$ -
Miscellaneous	$ 10,010	$ 8,010	$ 9,330	$ 27,350
Total Direct Program Expenses	**$ 209,354**	**$ 15,190**	**$ 16,510**	**$ 241,054**
Indirect Costs	$ 31,403	$ 2,279	$ 2,477	$ 36,158
GRAND TOTAL COSTS	**$ 240,757**	**$ 32,659**	**$ 35,497**	**$ 277,212**

Budget Narrative

Personnel costs and fringe are covered in the County general fund. The Clerk's Office identified nine staff members that will be on a rotating schedule to run the mobile unit. The Elections Department has identified fourteen staff members to rotate schedules to run the unit.
There will be $3,000 allocated betweein outreach materials, printing services, and the campaign. The Campaign materials will be informed and developed after establishing MOUs with partners to gather their input. Printed materials will supplement existing templates to disperse specifically in the MU.
The Mobile Unit [MU] will be a one-time cost and include the buildout of a large van to have desks and electronic access. The MU will be purchased from HQ Custom Design following purchasing procesures to obtain three quotes. The wrap costs will be a one-time cost to customize the outside of the MU with County seals of the Clerk's Office and Elections Department. The mobile unit is expectd to be purchased and completly built out within the first nine months of the grant period.
Most technology costs will be a one-time upfront cost to provide laptops, desktops, desktop printers, scanners, and card readers to build out the office space. Each office will be allocated three laptops dedicated to the mobile unit. The desktops and docking stations are necessary to balance work between two screens and complete the service. The card readers will be used to accept payment for the documents.
The Adobe Cloud Pro licenses are $105 for the initiation and $60 thereafter. Each of the six requested laptops will have an Adobe license to create, manipulate, and organize documents.
The number queue system, printer, and scanner are currently be utilized in the the Clerk's Office. The number queue system till track the time participants spent waiting and organize individuals by the service type for efficiency. This system will be useful to track the number of individuals served at each event.
The printer and scanner are portable and easy to adjust in the van to best fit staff needs. The budget for printer ink is to purchase cartridges once per month.
The Starlink satellite will support internet services for the van, especially in rural areas. There is a one-tme cost to purchase and install the satellite, and a $1,000 monthly fee over the three months. Costs may fluctuate, and the budget may be amended within the line item to cover any rising costs of the internet service.
The TV will be mounted to the outside of the van, and can be dismounted when not in use. The TV will be used to project educational videos, informational slideshows, and display the number queue system.
There were $27,350 allocated to rotine maintenance and gas for the MU. The costs were determined based on regular maintenance schedules.
Each Department has determined a budget for uniform shirts to be easily identifiable in the community. The uniforms will have the mobile unit name and logo on it to be associated with outreach.
Paper, envelopes, outreach materials are all tangible materials that will go directly to participants.
Tents, fans, and lights will all go towards making the service environment comfortable in the outdoors, especially for older adults and individuals living with a disabilities.

Category	Narrative	Year 1	Year 2	Year 3	Total
Advertising/Marketing	Outreach supplies including pens, clipboards, folders, etc. not to exceed more than $499 per item. Funds will be distributed evenly between the County Clerk's Office and Elections Department	$1,000	$1,000	$1,000	**3000**
Advertising/Marketing	Printed materials including flyers, brochures, resource cards, banners	$500	$500	$500	**1500**
Advertising/Marketing	Campaign fees (posters, texts, calls, social media ads)	$1,500	$1,500	$1,500	**4500**
Consultant/Contractor	-	-	-	-	**0**
Fringe	-	-	-	-	**0**
Funds Distributed	-	-	-	-	**-**
Miscellaneous	Oil changes at every 10,000 miles $250*2/yr	$500	$500	$500	**1500**
Miscellaneous	Tire rotation and balance every 6 months at $130 per service	$260	$260	$260	**780**
Miscellaneous	Tire maintenance or incident related replacement. Tires are replaced at 3-5 years	-	-	$1,320	**1320**
Miscellaneous	Regular maintenance fees including $600 brake pads at 30,000 miles, $900 cabin filter changes, brake fluid flushes, and deeper system checks; $500 transmission fluid & filter service	$2,000	-	-	**2000**
Miscellaneous	Gas at $0.725 per mile estimating 10,000 miles annually inlciding travel using County vehicles (in addition to the mobile unit) to transport supplies and equipment	$7,250	$7,250	$7,250	**21750**
Personnel	-	-	-	-	**0**
Program Costs	Mobile Unit built out with desks, seating, electrical outlets, and technology ports	$165,000.00	-	-	**165000**
Program Costs	Van wrap with Hays County branding	$6,500.00	-	-	**6500**
Program Costs	Cones for traffic and crowd flow safety	$200.00	-	-	**200**
Program Costs	Standard office supplies for staff to use in the Mobile Unit inlcuidng tape, scissors, staplers, paper clips, letter paper, etc.	$500.00	$500.00	$500.00	**1500**
Program Costs	Vitals Paper to print vital records	$600.00	$600.00	$600.00	**1800**
Program Costs	Voter registration cards	$400.00	$400.00	$400.00	**1200**
Program Costs	Envelopes and folders secure stroage for records	$100.00	$100.00	$100.00	**300**

Program Costs	Shredder and secure storage for records	$350.00	-	-	**350**
Program Costs	Staff uniform shirts for the Clerk's Office (8)	$320.00	-	-	**320**
Program Costs	Staff uniform shirts for the Elections Department (14)	$560.00	-	-	**560**
Program Costs	(2) 10 x 20 tents to offer coverage outside of the unit during wait times or harsh weather	$720.00	-	-	**720**
Program Costs	Battery operated fans to place under the tent for individuals waiting to enter the Unit $200 each x 4	$800.00	-	-	**800**
Program Costs	Tripod flood light $250 x 2to be used outside of the unit for evening events	$500.00	-	-	**500**
Technology	43" TV to be mounted outside of the Mobile Unit and disassembled when not in use. Will display slideshows, informational videos, and wait times.	$600.00	-	-	**600**
Technology	Dell 16" Plus Laptop for County Clerk's Office staff to use in the mobile unit $1,400 x 3	$4,200.00	-	-	**4200**
Technology	Dell 16" Plus Laptop for Elections Department staff to use in the mobile unit $1,400 x 3	$4,200.00	-	-	**4200**
Technology	Dell Standard 27" monitor with docking station to be paired with the laptop $498 x 3	$1,494.00	-	-	**1494**
Technology	Three credit card readers to use at each work station $300*3=$900	$900.00	-	-	**900**
Technology	Canon Scanner (3) for each workstation $350 each	$1,050.00	-	-	**1050**
Technology	Starlink satellite to be fixed and mounted within the van to provide internet service. Include installation.	$700.00	-	-	**700**
Technology	Starlink service annual fee to provide internet service from the mobile unit	$1,200.00	$1,200.00	$1,200.00	**3600**
Technology	Number queue system including the hardware and software to track service times and participants	$2,000.00	-	-	**2000**
Technology	Adobe Pro Cloud Licenses $105 x 6 Year 1; Year 2 and 3 $60 x 6	$630.00	$360	$360	**1350**
Technology	HP Duplex- Single paper tray printer (2)	$1,800.00	-	-	**1800**
Technology	Printer ink $85 for cartridge pack multi color. Ink at 12 refills/ annually	$1,020.00	$1,020	$1,020	**3060**
Training	-	-	-	-	**-**

TOTAL	$209,354.00	$15,190	$16,510	**241054**
Indirect Cost Rate at 15%	$31,403.10	$2,278.50	$2,476.50	**$36,158.10**
Grand Total				**277212.1**

AGENDA ITEM REQUEST FORM: K. 10.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Granjeno

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the acceptance of the Judicial Commission on Mental Health (JCMH) Court Liaison Pilot Program Grant in the amount of $165,000.00 for the grant period of September 1, 2026, through August 31, 2028 and create one (1) grant-funded Behavioral Health Court Liaison position, Grade 117, within the County Court at Law effective September 1, 2026, and amend the budget accordingly. **INGALSBE/BOUTTE/BROWN**

Summary:

The County Court at Law has been awarded a $165,000 grant from the Texas Judicial Commission on Mental Health (JCMH) to implement the Court Liaison Pilot Program for the period September 1, 2026, through August 31, 2028. Grant funding includes $102,877 for personnel, $52,075 for fringe benefits, $3,995 for travel, $2,553 for equipment, and $3,500 for other program expenses. Approval of this item will authorize acceptance of the grant, establish one (1) grant-funded Behavioral Health Court Liaison (Grade 117) position effective September 1, 2026, and authorize execution of the necessary grant documents. The Court Liaison will coordinate behavioral health services across the criminal justice system, improve case processing, support statutory compliance, and enhance continuity of care for justice-involved individuals with behavioral health needs.

Fiscal Impact:

Amount Requested: $165,000
Line Item Number: 001-612-99-238

Budget Office:

Source of Funds: Judicial Commission on Mental Health (JCMH) Court Liaison Pilot Program Grant
Budget Amendment Required Y/N?: No
Comments: Funds will be budgeted in FY27 and FY28 through the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD
Comments: Travel, expenses, equipment, etc. must follow the travel and purchasing policies

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Revenue will be certified in the FY27/FY28 annual budget process.
Comments:

Attachments

FY27 Position Budget Listing
Statement of Grant Award
Job Description & Acknowledgement

JCMH Mental Health Court Liaison FY27				
Item	Description	Qty	Cost	Total Amount
Salary and Fringe				
	Salary for the Court Liaison Grade 117 Step 3 (9/1/26-8/30/27)	1	$50,678.00	$50,678.00
To-be-hired Court Liaison for County Court at Law #3, Mental Health Court	Fringe (9/1/26-8/30/27) FICA $3,142.04, Medicare $734.83, Retirement $6,410.77, Medical ins $15,124.53, Dental ins $404.88, and Life ins $66.00	1	$25,883.04	$25,883.04
	Salary for the Court Liaison Grade 117 Step 4 (9/1/27-8/30/28)	1	$52,199.00	$52,199.00
	Fringe (9/1/27-8/30/28) FICA $3,236.34 Medicare $756.89, Retirement $6,603.17, Medical ins $15,124.53, Dental ins $404.88, and Life ins $66.00	1	$26,191.81	$26,191.81
Total			$154,951.85	$154,951.85
Equipment				
	Dell laptop for the to-be-hired Court	1	1,396.00	$1,396.00
	Laptop Slipcase for the to-be-hired Court	1	22.00	$22.00
	Phone License (Cell Service) for the to-be-	3	39.00	$117.00
	Desk Phone for the to-be-hired Court	1	248.00	$248.00
Technical				

Technical Equipment	Wireless Keyboard and Mouse for the to-be-hired Court Liaison	1	39.00	$39.00
	Dual Monitors for the to-be-hired Court Liaison *non-reocurring	1	581.00	$581.00
Office Equipment	One desk chair to be used by the to-be-hired Court Liaison *non-reocurring	1	150.00	$150.00
Total			2,475.00	$2,553.00
Other Materials				
Technical Subscriptions	Subscriptions include Canva, Survey Monkey, and related platforms to distribute educational materials regularly through digital media such as social media, email, and County websites	1	$1,500	$1,500.00
Consumables	Consumables to be used during regular meetings for stakeholders	1	$1,000	$1,000.00
Outreach Materials	Printing services for outreach materials including brochures, flyers, data reports, etc.	1	1,000.00	$1,000.00
Total			3,500.00	$3,500.00
Travel and Training				

Continuing Education	Texas Association of Specialty Courts RISE Conference dates TBD for 2027 registration	1	$400		$400.00
	Lodgining $191.00/night x 4 nights	1	$764		$764.00
	Per diem $16/ breakfast x 4 days =$64; $19 lunch x 4 days= $76; $28/dinner x 4 nights= $112	1	$252		$252
Travel	Mileage to Dallas, TX from San Marcos, TX 487.5 miles x 0.725	1	$353.50		$353.50
	Parking $40/ night	4	$160		$160.00
	Regular mileage to and from local meetings, regional meetings, and between stakeholders. Mileage rate is $0.725/ mile	1	$2,065		$2,065.65
Total			$3,995		$3,995.15
					$165,000.00

Texas Judicial Commission on Mental Health

Collaborate. Educate. Lead.

July 14, 2026

STATEMENT OF GRANT AWARD
JUDICIAL COMMISSION ON MENTAL HEALTH
GRANT PROGRAM FY 2027-2028

Grant Number:	201-27-059
Grantee Name:	Hays County
Program Title:	Court Liaison Pilot Program
Grant Period:	September 1, 2026 - August 31, 2028
Grant Award Amount:	$165,000

The Judicial Commission on Mental Health ("JCMH") has awarded the above-referenced grant from the Supreme Court of Texas Court Improvement Projects ("CIP"), pursuant to 89th Legislature Regular Session H.B.1 ("General Appropriations Act"), Strategy B.1.4. The individual authorized to apply for and accept grant funds ("Grantee") must sign this Statement of Grant Award and return it to the Grant Administrator for the JCMH. The signed Statement of Grant Award must be on file with the Grant Administrator for the Grantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

	Expense	Amount of CIP Grant Program Funds Awarded
a.	Personnel	$102,877
b.	Fringe	$52,075
c.	Travel	$3,995
d.	Equipment	$2,553
e.	Supplies	-
f.	Contractual	-
g.	Other	$3,500
	Totals	$165,000

The Grantee agrees to the following:

- To accept the grant award.
- To abide by all terms and conditions as stated in the Court Liaison Pilot Program Request for Application and the FY 2027 JCMH General Grant Program Terms and Conditions (attached) incorporated into this Statement of Grant Award by reference for all purposes.
- All funds shall be managed in accordance with the Texas Uniform Grant Management Standards (UGMS).
- That a violation of any term of the award activities or any provisions of the UGMS may result in the JCMH placing a temporary hold on grant funds and, subject to the JCMH approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- That disbursement is subject to the availability of the funds appropriated to the JCMH pursuant to the General Appropriations Act Strategy B.1.4.
- The funds set forth above will be disbursed for obligations made by the end of the grant term. Any funding not obligated by the end of the grant term will be remitted to the JCMH on September 1, 2028. If additional funds are to be awarded at a later date, a new Statement of Grant Award will be generated at that time.

Grantor	Grantee
The Judicial Commission on Mental Health	Hays County, Texas
Signature of Grantor	Signature of Grantee
Patrick Passmore, Finance Manager	
Date 7/16/26	Name, Title
	Date

The Undersigned Grantee certifies that:
This grant is governed by Texas Uniform Grant Management Standards (UGMS).

Grant funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Any grant funds not obligated by the end of the grant term must be reimbursed/remitted to the JCMH and all expenditures must be supported by appropriate documentation.

Grantee understands that funding for the program ends at the termination of the grant period.

_____

Signature of Grantee

FY2027 JCMH General Grant Program Terms and Conditions

Applicable Authority and Rules

The JCMH Grant Program is governed by the Uniform Grant Management Standards (UGMS) as promulgated by the Office of the Governor.

Program Requirements

a. **Fund Disbursement –** The JCMH will disburse funds in a single lump sum payment on the program start date. Grantee will submit expense reports with provided expenditures template quarterly to jcmh.grants@txcourts.gov.

b. **Compliance with Laws** - The Grantee shall comply with all federal, state, and local laws, statutes, codes, 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 program, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Grantee shall furnish the JCMH with satisfactory proof of its compliance.

c. **Grant Officials** - Grantee must designate the following grant officials:

   i. **Program director**. This person must be the officer or employee responsible for program operation, monitoring or implementation of the funded program and who will serve as the point-of-contact regarding the program's day-to-day operations.

   ii. **Financial officer**. This person must be the county auditor (or county treasurer if the county does not have a county auditor) or governmental, educational institution or non-profit organization's fiscal officer.

   iii. **Authorized official**. This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the Grantee. A county judge or a designee authorized by the governing body in a resolution may serve as the authorized official.

   Note: The program director and the authorized official maybe the same person. The financial officer may not serve as the program director or the authorized official.

d. **Maintain Official Contact Information** - Grantees and subgrantees must advise the JCMH of changes in the authorized official, program director or financial officer. This information will be used to provide notices for grant information. The JCMH will use e-mail whenever possible to notify grant recipients of required reports and funding opportunities.

e. **Reports** - Grantees are required to submit two formal reports during the grant period: an interim and a final program progress report.

   I. The interim progress report is due at the six-month interval of the grant period.

   II. The final progress report is due 15 days after the completion of the grant period. The JCMH will provide a template for both reports on its website and send a reminder via email to grantees 15 days prior to the report due date. The JCMH also requires that each grant recipient provide a copy of any independent or required audit. A copy of the audit must be submitted to the JCMH within 30 days after completion of the audit. Grantees should take note that failure to submit reports within the recommended timeframe may result in delay in final payments and hold on future funding. The JCMH reserves the right to require additional reports or submission of backup to the JCMH for auditing purposes at any time during the grant year.

f. **Technology and Software Purchases** - All technology equipment and software must be purchased in accordance with State of Texas purchasing procedures and regulations.

g. **Equipment and Software Maintenance** - All equipment and software purchased with grant funds shall include at least three (3) years and no more than five (5) years of maintenance to ensure that the equipment and software will operate as intended during and beyond the grant period.

h. **Equipment Disposal -** Property records must be maintained by applicant for any equipment and capital expenses incurred consistent with the applicants' written property control policy and procedures. In the event an applicant does not have such property control measures, the equipment must be maintained in such a way to protect the asset from damage or loss in accordance with UGMS. If the Court Improvement Program or applicant program is discontinued prior to the expiration of the useful life, the applicant will notify the JCMH to determine procedures for return or transfer of the property. Subgrantees may choose useful life attribution for inventory items in accordance with the UGMS.

i. **Records Retention** - Grantees must maintain records related to the funded activity for at least three years after the end of the grant period. Records may be stored electronically. Records must be made available to the JCMH or its designees upon request.

j. **Monitoring and Auditing** - Records must be made available to the JCMH or its designees upon request. The JCMH or its designees must have access to funded events and be allowed to conduct on-site inspections.

k. **Professional and Contractual Services** - Any contract or agreement entered into by a Grantee that obligates grant funds must be in writing and consistent with Texas contract law. Grantees must establish a contract administration system to regularly and consistently ensure that contract deliverables are being provided as specified in the contracts. A Grantee's failure to monitor its contracts may result in disallowed costs and/or disallowed match.

l. **Grant Management Standards** - All programs and funds awarded by the JCMH shall be managed in accordance with the Texas Uniform Grant Management Standards (UGMS).

m. **Timeframe for Expenses** - No expenses are allowed outside of the period specified in the Statement of Grant Award.

n. **Funds Availability** - All commitments are subject to the availability of funds.

HAYS COUNTY JOB DESCRIPTION & ACKNOWLEDGEMENT

Job Code: TBD
Grade: 117
FLSA: Non-Exempt

Prepared by: Human Resources & CCAL
Date Prepared: April 2026

Behavioral Health Court Liaison

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary
Under general supervision of the County Court at Law Judges, the Court Liaison performs advanced administrative, coordination, and analytical work to support the efficient operation of the Treatment Courts and the broader behavioral health justice system.

This position serves as the central point of coordination between courts, jail, local mental health authorities (LMHAs/LBHAs), attorneys, supervision departments, and service providers to improve communication, reduce system inefficiencies, and ensure compliance with statutory requirements. The role focuses on identifying earlier and timely access to treatment and services for individuals with mental health needs through cross-agency communication, data tracking to determine how individuals move through the system, providing judges with timely and actionable information and resources to support effective case management and resolution. Improve planning and continuity of care to reduce repeated jails bookings and recidivism. Identity systemic inefficiencies and measure cost savings.

The work involves independent judgment, problem-solving, and system-level analysis that may impact County operations, policy, and interagency coordination.

This is a grant funded position for a one-year term and possibly may be extended based on grant renewals or other available funds.

Responsibilities
System Coordination & Liaison
- Serve as a single point of contact to improve communication between courts, jail staff, LMHAs/LBHAs, prosecutors, defense counsel, pretrial services, probation, re-entry providers, and community-based service providers.
- Act as liaison between the Mental Health Court, justice system partners, and behavioral health providers to ensure coordinated service delivery and case processing.
- Facilitate cross-agency collaboration to address barriers impacting individuals with behavioral health needs in the justice system.

Court Support & Case Flow Management
- Support courts in meeting statutory requirements, including Texas Code of Criminal Procedure Article 16.22 early identification processes and competency restoration processes.
- Monitor behavioral health case flow and identify delays, including continuances, competency waitlists, and extended jail stays.
- Collaborate with system partners to develop and implement strategies to reduce case processing delays and improve efficiency.
- Provide judges with timely, relevant, and accurate information to support efficient case resolution and improved outcomes.

Data Tracking, Reporting & Analysis
- Coordinate with JCMH and Texas Institute for Excellence in Mental Health (TIREMH) on data reporting and analysis
- Track and report standardized case-level data to monitor system performance, including reductions in continuances, jail stays, and case processing timelines.
- Prepare standardized case-level reports, dashboards, and summaries for judges, county leadership, and grant stakeholders.
- Identify trends, gaps, and opportunities for system improvement using data-driven analysis.

Program Development & System Improvement

- Identify and document system-level improvements that increase efficiency, reduce duplication of services, and improve outcomes for the County and State.
- Assist in the development and implementation of policies, procedures, and best practices related to behavioral health case processing.
- Support grant-related activities, including compliance, reporting, and performance measurement requirements.

Reentry & Continuity of Care

- Support reentry coordination efforts with system partners to reduce repeat bookings and improve continuity of care for individuals with behavioral health needs.
- Collaborate with community providers and supervision agencies to improve linkage to services upon release from custody.

Administrative & Operational Support

- Maintain records, reports, and documentation related to Mental Health Court operations and system coordination efforts.
- Participate in meetings, trainings, and stakeholder workgroups related to behavioral health and justice system coordination.
- Perform other duties as assigned.

Supervision

This position does not typically supervise staff but may coordinate the work of cross-functional teams, stakeholders, and partner agencies.

Guidelines

The Court Liaison exercises independent judgment in interpreting and applying federal, state, and local laws, court procedures, grant requirements, and behavioral health system practices. Work requires adapting guidelines to complex, multi-agency situations and developing practical solutions to system challenges.

Knowledge Required

- Criminal justice systems, court operations, and behavioral health systems
- Texas Code of Criminal Procedure, including Article 16.22 and competency processes
- Mental health service systems, LMHAs/LBHAs, and community-based resources
- Data collection, reporting, and performance measurement practices
- Interagency coordination and system-level problem solving

Skills Required

- Strong analytical and problem-solving skills
- Ability to interpret and apply laws, policies, and procedures
- Excellent communication and stakeholder coordination skills
- Data tracking, reporting, and analysis
- Ability to manage multiple priorities and deadlines in a complex environment
- Strong organizational and project coordination skills

Education and/or Experience

- High school diploma or equivalent required.
- Bachelor’s degree in criminal justice, public administration, social work, psychology, or a related field preferred.
- Minimum of five (5) years of experience in court operations, criminal justice, behavioral health, or program coordination
- Experience working with justice-involved individuals or behavioral health systems preferred
- Any equivalent combination of experience or education may be substituted on a year for year basis.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Texas Class C driver’s license
- Ability to obtain relevant system access (e.g., CJIS, court systems)

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is subject to:

- Prolonged periods of sitting at a desk and working on a computer.
- Frequent use of hands and fingers for typing, writing, and operating office equipment (e.g., computer, telephone, copier).
- Occasional standing and walking or moving to attend court sessions or interact with staff, judges, and the public.
- Occasional lifting or carrying of files, documents, or office supplies (typically up to 20 pounds).
- Visual acuity required for reading legal documents, computer screens, and fine print.
- Hearing and verbal communication abilities for interacting with staff, judges, attorneys, and the public.
- Mental stamina to handle complex administrative and legal tasks, high volumes of information, and multi-tasking in a busy environment.
- Occasional travel between courts or to off-site locations (e.g., for training, transportation coordination.

Work Environment
The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in a normal office setting. Crowded conditions may exist. The employee is occasionally exposed to health or physical hazards, such as agitated, violent, or contagious individuals.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without reasonable accommodations. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment, and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual.

I understand that this is a grant based position for a one-year term and possibly may be extended based on grant renewals or other available funds.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

_____ _____

Employee Signature Date

AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Gonzales

Sponsor: Commissioner Cohen

Agenda Item

Discussion and possible action to authorize purchases related to the Hays County Health Department's 2026 Back to School Fair on Saturday August 1, 2026 at Goodnight Middle School (1301 TX-123, San Marcos, TX 78666) for consumables and services up to $3,000.00. **COHEN/GONZALES**

Summary

The Hays County Health Department requests approval for the purchase of event materials and operational supplies needed for the Back-to-School Health Fair scheduled on August 1, 2026, at Goodnight Middle School in San Marcos, Texas.

Event Supply Categories:
• Children's activity materials (e.g., craft supplies, cardstock, stamps, stickers, wooden sticks)
• Themed decorations for educational and interactive stations (e.g., balloons, cutouts, table coverings, photo booth items)
• Display and engagement items supporting health education and youth participation

Operational and Day-Of-Event Expenses:
• Hydration supplies, including bottled water and cooling resources for heat management
• Snacks and beverages for attendees, volunteers, and event staff
• Basic over-the-counter medical supplies for minor health concerns
• Translation and interpretation services to ensure accessible communication for all families
• Miscellaneous event support items, including ice, signage materials, and contingency needs

These expenditures are essential to ensure the event is safe, accessible, youth-friendly, and supportive of the health and educational needs of families in Hays County.

Amount Requested: $3,000.00
Line Item Number: 120-675-00.5391

Source of Funds: Family Health Services Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Purchasing Guidelines Followed Y/N?: Yes
Comments: Choice Partner 22-045KN

Auditor's Office
G/L Account Validated Y/N?: Yes, Misc. Expense

Attachments

Budget

Shopping Cart

Deselect all items

Delete Save for later

Price

Sumind 3 Pieces Space Tablecloth Decorations Plastic Outer Solar System Table Cover Planet Design for Kids Space Theme Birthday

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Item Package Quantity: 3

3

$7.99

($2.66 / count)

APUDWN 55.2" USA Astronaut Cardboard Cutout Life-Size Stand-Up Space Photo Booth Prop Backdrop, Astronaut Cardboard for

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Color: Astronaut

Buy 2, save 8%

1

$27.99

Typical price: ~~$28.99~~

Savings: **$1.00** (3%)

Business Price

Dan&Darci Inflatable Solar System Planets for Kids - Science Toys - Boys Room Decor Ceiling - Space Birthday Gifts - Outer Space

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

1

$29.99

($3.33 / count)

100pcs Outer Space Cutouts Solar System Rocket Planet Star Bulletin Board Cut-Outs Party School Classroom Decorations

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Buy 10, save 10%

1

$6.64

Typical price: ~~$6.99~~

Savings: **$0.35** (5%)

Business Price

Cute Space Stickers for Adults, 50PCS Astronaut Spacecraft Planet Vinyl Waterproof Stickers for Water Bottles, Laptop

In Stock

FREE delivery **Thu, Jul 16**

FREE Returns

Color: Space

4

$3.99

($0.08 / count)

Outer Space Theme Party Decorations Large Space Party Backdrop Banner 73 x 48 inch Astronaut Face Photo Booth Prop

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Buy 2, save 3%

1

$7.99

Business Price

Save 5% on 2 select item(s) Shop items

Kesote Space Party Favors, 26pcs Space Stamps Set for Kids Galaxy Birthday Party Crafts Supplies Stuffer Treat Gift Goodie

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Color: Blue

Buy 2, save 4%

1

$7.89

($0.30 / count)

Business Price

Worown 60 Pcs 15.7 Inch Strong Natural Bamboo Sticks, Extra Long Wood Craft Sticks, 9.5 mm Width Wood Strips for Craft

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Number of Items: 60

1

$8.99

($0.15 / count)

Cardstock Paper | 300 Pack, White Card Stock Printer Paper 8.5 x11, Heavyweight Thick, 110 lb, Premium Smooth Sheets and

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Style: 300 Sheets

Buy 5, save 4%

2

$29.08

Typical price: ~~$29.98~~

Savings: **$0.90** (3%)

Quantity Price

Space Paper Lanterns 8PCS 12 Inch Hanging Planets Lantern Out of This World Space Lanterns Solar System Planet Earth Lanterns

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Buy 2, save 4%

1

$17.58

Typical price: ~~$17.98~~

Savings: **$0.40** (2%)

Business Price

Katchon, Huge Blue Rocket Balloons - 33 Inch | Outer Space Party Decorations wtih Rocket Ship Balloon, Space Balloon | space

In Stock

Tomorrow

FREE delivery **Tomorrow, Jul 14**

FREE Returns

Color: Blue

Buy 5, save 11%

2

$7.27

Typical price: ~~$7.99~~

Savings: **$0.72** (9%)

Quantity Price

Up to 15% off if you qualify Shop items

Subtotal (18 items): **$219.70**

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. Learn more

AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a Service Agreement between Facilities and Resource Management and The Bug Master for one-time pest control services at the Yarrington Building in the amount of $500.00, and authorize a waiver to the Purchasing Policy. **INGALSBE/CRUMLEY**

Summary:

The Bug Master currently provides routine pest control services for the Yarrington Building under the County's Master Agreement. However, the building has developed an infestation of German roaches, which requires a specialized treatment that is not included in the regularly scheduled services. The Bug Master has provided a quote of $500 for a one-time targeted treatment, which includes one follow-up visit to ensure the effectiveness of the treatment. Funding for this service has been identified within the Facilities and Resource Management annual budget.

Fiscal Impact:

Amount Requested: $500
Line Item Number: 001-695-00.5448

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 waiver to the Purchasing Policy

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Bug Master Agreement - Yarrington

Visit **portal.thebugmaster.com** to log into your account and pay online. You will need the following information:
Your Account #: 217880
Your Email: chris.deichmann@co.hays.tx.us

General Pest Control Service Agreement

Service Information

CUSTOMER TO PREPARE ACCORDING TO THE BUG MASTER PREPARATION DOCUMENT - SEE ATTACHED

Current pest issue: German Roaches
Current infested area: Kitchen
Number of Follow Up Trips: 1
Warranty: 30 days from initial treatment.

Technician to inspect rooms and furnishings. Treatment will be applied according to the findings.

Location Information

Location Name
Yarrington

Service Address
2171 Yarrington Road

Service City
Kyle

State
TX

Zip
78640

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone
(512) 393-7659

Billing Information

Same As Location Information

Bill To Name
Hays County

Address
712 South Stagecoach Trail

City
San Marcos

State
TX

Zip
78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone
(512) 393-7659

TPCL # 4211
1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C
3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

TPCL # 0779874
603 Nursery Rd.
The Woodlands, TX 79380
(254) 939-4458

General Pest Control Service Agreement

Investment

Initial Total	Tax	Tax Exempt	Initial Total
$500.00	$0.00		$500.00

Service Agreement Gurantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer Signature

Print Name Hays County

Date June 30, 2026

Account Manager Signature gwendolynn Torres

Print Name

Date June 30, 2026

www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979

Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847 Austin, TX 78711-2847
Phone (866) 918-4481 • Fax (888) 232-2567

The Bug Master

AGENDA ITEM REQUEST FORM: K. 13.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Elaine Brown

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the execution of amendments to the Assisted Outpatient Treatment Program (AOT) Memorandum of Understanding (MOU) with: Axis of Mental Healthcare, PLLC, effective December 1, 2025; and Philip Carolina, and execute a termination notice to Dr. Vikram Mehra. **COHEN/INGALSBE/BROWN/HUNT**

Summary:

The Assisted Outpatient Treatment Program is requesting contract amendments to add services and adjust the not-to-exceed value of the memorandum of understanding (MOU) listed below. They are also requesting the termination of the MOU with Dr. Mehra, as those services are covered under the Axis of Mental Healthcare, PLLC MOU.

Contractor	Current MOU Value	INCR/(DCR)	Revised MOU Value
Axis of Mental Healthcare, PLLC	$ 64,800.00	$ -	$ 64,800.00
Dr. Vikram Mehra	$ 6,804.00	$ (6,804.00)	$ -
Philip Carolina	$ 10,000.00	$ 2,500.00	$ 12,500.00

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-612-99-219.5448

Budget Office:

Source of Funds: SAMHSA Grant Funding
Budget Amendment Required Y/N?: No
Comments: Amendment to move funds between contractors within contract services. No budget amendment necessary.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Texas Government Code, Chapter 2254, Professional and Consulting Services

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services
New Revenue Y/N?: N/A
Comments:

Attachments

Termination Letter - Dr. Mehra
Amendment 1 - Philip Carolina
Amendment 1 - Axis of Mental Healthcare, PLLC

KELLY HIGGINS
Criminal District Attorney
Downtown Office
Hays County Historical Courthouse
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
(512) 393-2219
(512) 392-6500 FAX

July 28, 2026

Dr. Vikram Mehra, M.D.
21613 Provincial Blvd.
Katy, TX 77450

Re: Memorandum of Understanding

Dear Dr. Mehra,

Please accept this letter from me, on behalf of the Hays County Commissioners Court (the "County"), as the County's notice to terminate the Contract ("Agreement") your company executed on or about September 19, 2025, in relation to the Hays County Assisted Outpatient Treatment Program.

This notice is given in accordance with the terms of the Agreement and is given at least thirty (30) days advance written notice of termination. The effective termination date of the contract will be August 27, 2026.

Thank you for the service your team has provided to Hays County under this Agreement.

Sincerely,

Jordan Powell
Civil First Assistant
Hays County Criminal District Attorney's Office
jordan.powell@hayscountytx.gov

Approved by the Hays County Commissioners Court on:

_____
Date

_____
Ruben Becerra
Hays County Judge

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
HAYS COUNTY AND AXIS OF PHILIP CAROLINA M.Ed., QMHP, QMRP, ABA, VRC

1. This 1st Amendment to the Memorandum of Understanding (MOU) executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **PHILIP CAROLINA M.Ed., QMHP, QMRP, ABA, VRC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to III. FUNDING, B:
   - Remove: Payments will not exceed $10,000.00 during the initial term of this MOU.
   - Add: Payments will not exceed $12,500.00 during the initial term of this MOU.

3. Except for the above modifications set forth in this First 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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

PHILIP CAROLINA M.Ed., QMHP, QMRP, ABA, VRC

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
HAYS COUNTY AND AXIS OF MENTAL HEALTHCARE, PLLC

1. This 1st Amendment to the Memorandum of Understanding (MOU) executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, effective December 1, 2025, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **AXIS OF MENTAL HEALTHCARE, PLLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this MOU" or "the parties."

2. Exhibit A: Fee Schedule addition:
   - Add Certificate Medical Expertise (CME): $325.00 flat rate

3. Except for the above modifications set forth in this First 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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

AXIS OF MENTAL HEALTHCARE

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 14.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Elaine Brown

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of contract amendments to the County Court at Law Mental Health Specialty Court Program contracts with: Axis of Mental Healthcare, PLLC; A Better Boat, LLC; C. Nichole Mueller-McMorris, LCSW; Moonstone Counseling; Nova Recovery Center; Revive Recovery; Texas Helps; and Youth Advocate Programs, Inc.
COHEN/INGALSBE/BROWN/HUNT

Summary:

The County Court at Law Mental Health Specialty Court Program is requesting contract amendments to adjust the not-to-exceed amounts of the contract listed below.

Contracts with a financial impact:

Contractor	Current Contract Value	INCR/(DCR)	Revised Contract Value
A Better Boat, LLC.	$ 25,500.00	$ 4,700.00	$ 30,200.00
Axis of Mental Healthcare, PLLC	$ 98,750.00	$ 15,670.00	$ 114,420.00
C. Nichole Mueller-McMorris, LCSW	$ 9,500.00	$ (1,100.00)	$ 8,400.00
Texas Helps (Evoke Wellness)	$ 10,000.00	$ (4,185.00)	$ 5,815.00
Moonstone Counseling, PLLC	$ 9,500.00	$ (4,300.00)	$ 5,200.00
Nova Recovery Center	$ 37,750.00	$ (4,250.00)	$ 33,500.00
Revive Recovery Sober Living	$ 13,980.00	$ (5,370.00)	$ 8,610.00
Youth Advocate Programs, Inc.	$ 15,200.00	$ (1,165.00)	$ 14,035.00

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-612-22.5448

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Mental Health Court is adjusting their contract services between vendors.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Government Code Chapter 2254

Auditor's Office:

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 3 - A Better Boat, LLC
Amendment 2 - C. Nichole Mueller-McMorris, LCSW
Amendment 2 - Nova Recovery Center
Amendment 2 - Revive Recovery

Amendment 2 - Texas Helps
Amendment 2 - Youth Advocate Programs, Inc

Amendment 2 - Youth Advocate Programs, Inc.
Amendment 2 - Axis of Mental Healthcare, PLLC
Amendment 2 - Moonstone Counseling, PLLC

THIRD AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND A BETTER BOAT, LLC

1. This 3rd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **A BETTER BOAT, LLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to #12. Payment Cap (Section - CONDITIONS PERTAINING TO RECOVERY SUPPORT SERVICES):
   - Remove: Payments will not exceed $25,500 during the contract period
   - Add: Payments will not exceed $30,200 during the contract period.

3. Except for the above modifications set forth in this third 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.

HAYS COUNTY, TEXAS
By: _____
Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

A BETTER BOAT, LLC
By: _____
Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

SECOND AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND C. NICHOLE MUELLER-MCMORRIS, LCSW

1. This 2nd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **C. NICHOLE MUELLER-MCMORRIS, LCSW** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Changes in Contract:
   - PAYMENT FOR BEHAVIORAL HEALTH SERVICES:
     - Remove: 2. Payments will not exceed $9,500.00 during the contract period.
     - Add: 2. Payments will not exceed $8,400.00 during the contract period.

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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

C. NICHOLE MUELLER-MCMORRIS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

SECOND AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND NOVA RECOVERY CENTER

1. This 2nd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **NOVA RECOVERY CENTER** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to PAYMENT FOR BEHAVIORAL HEALTH SERVICES, #2:
   - Payments will not exceed $37,750.00.00 during the contract period.
     - Remove: not to exceed $37,750.00
     - Add: not to exceed $33,500.00

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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

NOVA RECOVERY CENTER

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

SECOND AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND REVIVE RECOVERY

1. This 2nd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **REVIVE RECOVERY** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to Section: PAYMENT TERMS, #3:
   - Payment Cap: Payments shall not exceed $13,980.00 during the contract period.
     - Remove: not to exceed $13,980.00
     - Add: not to exceed $8,610.00

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.

HAYS COUNTY, TEXAS
By: _____
Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

REVIVE RECOVERY
By: _____
Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

SECOND AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND TEXAS HELPS (formerly Evoke Wellness)

1. This 2nd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **TEXAS HELPS** (formerly Evoke Wellness) (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to Section: PAYMENT FOR BEHAVIORAL HEALTH SERVICES - #5
   - Remove: Payments will not exceed $10,000.00 during the contract period
   - Add: Payments will not exceed $5,815.00 during the contract period.

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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

TEXAS HELPS
(formerly Evoke Wellness)

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

SECOND AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND YOUTH ADVOCATE PROGRAMS

1. This 2nd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **YOUTH ADVOCATE PROGRAMS** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to Section: PAYMENT FOR BEHAVIORAL HEALTH SERVICES, #2:
   - Payments will not exceed $15,200.00 during the contract period.
     - Remove: not to exceed $15,200.00
     - Add: will not exceed $14,035.00

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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

YOUTH ADVOCATE PROGRAMS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

SECOND AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND AXIS OF MENTAL HEALTHCARE, PLLC

1. This 2nd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **AXIS OF MENTAL HEALTHCARE, PLLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to #11 Payment Cap (Section – CONDITIONS PERTAINING TO MENTAL HEALTH SERVICES):
   - Remove: Payments will not exceed $98,750.00 during the contract period
   - Add: Payments will not exceed $114,420.00 during the contract period.

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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

AXIS OF MENTAL HEALTHCARE

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

SECOND AMENDMENT TO THE CONTRACT
BETWEEN
HAYS COUNTY AND MOONSTONE COUNSELING, PLLC

1. This 2nd Amendment to the Contract executed on or about September 30, 2025 ("Amendment") is made the 28th day of July 2026, by and between **HAYS COUNTY,** a political subdivision of the State of Texas (herein referred to as "County"), and **MOONSTONE COUNSELING, PLLC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Edits to Section: PAYMENT FOR BEHAVIORAL HEALTH SERVICES, #2:
   - Payments will not exceed $9,500.00 during the contract period.
     - Remove: not to exceed $9,500.00
     - Add: not to exceed $5,200.00

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.

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra_____

Title: Hays County Judge_____

Dated: _____

MOONSTONE COUNSELING, PLLC

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM: K. 15.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Morgan Hammer, Commissioner, Pct. 3

Sponsor: Commissioner Hammer

Agenda Item:

Discussion and possible action to authorize the execution of a Professional Services Agreement (2026-PSA-88) between Hays County and Accenture in an amount not-to-exceed $50,000.00. **HAMMER/HUNT**

Summary:

On July 7, 2026, the Commissioners Court approved the selection of Accenture and authorized the Civil Division of the Criminal District Attorney's office to negotiate a professional services agreement, not to exceed $50,000, related to the creation of an entity serving the Wimberley Valley, that would be able to collaborate with water and wastewater providers, apply for grants and participate in other programs for funding to identify and evaluate water supply alternatives and provide other solutions to assist local jurisdictions addressing the challenges currently facing this area.

Fiscal Impact:

Amount Requested: $50,000 NTE
Line Item Number: 001-645-00.5448

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Budget was amended when the vendor was selected.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: authorize a waiver to the purchasing policy of obtaining three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes, Contract Services Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Draft Accenture PSA
Draft Exhibit A - Accenture

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS
2026-PSA-88

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **ACCENTURE** (hereinafter "Contractor"), whose primary place of business is located at 3800 Esplanade Way, Suite 100, Tallahassee, Florida 32311, hereby enter into this Professional Services Agreement (hereinafter "Agreement"), effective the 28th day of July, 2026. The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The Contractor will provide professional services related to water resource management challenges confronting Jacob's Well, Cypress Creek, and the surrounding communities in Hays County. Contractor shall work with identified community partners of Hays County to determine the benefits of creating an organization, such as a Public Utility Authority ("PUA") for the community. Contractor shall also evaluate the ability of the identified community partners, functioning within the framework of a potential new organization, to engage and collaborate with local jurisdictions and water/wastewater providers by applying for grants and participating in other programs that provide community supported solutions for the management and protection of water resources.

Based on interest identified with the community partners, the Accenture team would proceed to assist in the creation of an organization or authority that would: (1) create a legal entity that would be able to collaborate with water and wastewater providers to develop alternative solutions and strategies for water resource management; and (2) create a legal entity that would be able to apply for grants and participate in programs for funding to improve water resource management, identify and evaluate water supply alternatives and provide other solutions to assist local jurisdictions and water and wastewater providers address the challenges currently facing this area.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Commissioner Morgan Hammer and Karl Flocke, Director of the Parks and Natural Resources Department, and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as *Exhibit "A"*, and any subsections of *Exhibit "A"*, if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in *Exhibit "A"*), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties. Contractor shall provide the Work using the level of professional skill and care ordinarily provided by design professionals practicing under the same or similar circumstances and professional license ("Standard of Care").

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3. ADDITIONAL TERMS
[INTENTIONALLY OMITTED]

4. TERM AND DURATION OF CONTRACT
The parties agree that the Work shall be completed within one hundred, twenty (120) days after commencement date and in accordance with the Schedule provided in Exhibit A (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than thirty (30) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor will be compensated for the Work billed hourly against a not-to-exceed budget, the terms of which are cited in the Contractor's staffing plan and fee schedule, which is attached hereto and included in *Exhibit "A"*. The parties agree that the County shall pay Contractor a total contract not-to-exceed fee amount of Fifty Thousand Dollars ($50,000.00) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis for services performed, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's payment address communicated with the first invoice.

7. NOTICE OF COMPLETION
Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666
judge.becerra@haysountytx.gov

With Copy to:

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Hays County, Criminal District Attorney, Civil Division
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
Jordan.Powell@hayscountytx.gov

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1094
San Marcos, Texas 78666
Purchasing.bids@hayscountytx.gov

Hays County Parks and Natural Resources Department
1699 Mt. Sharp Rd.
Wimberley, Texas 78676
Karl.flocke@hayscountytx.gov

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as an additional insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy A copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

Hays County District Attorney, Civil Division
Hays County Courthouse
111 East San Antonio, Suite 202
San Marcos, Texas 78666
Jordan.powell@hayscountytx.gov

With Copy to:
Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1094
San Marcos, TX 78666
Purchasing.bids@hayscountytx.gov

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So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, discontinued, or materially modified until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all third-party damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all third-party damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement (except the County's obligation for payment of work already performed hereunder), to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Governmental Action, epidemics, pandemics, earthquakes, landslides, floods, fires, storms, tornados, named weather event, and/or conditions caused by the County or the County's representatives, including suspension in whole or in part of the Work, failure of the County to provide necessary information in a timely manner or acts of other consultants or contractors of the County, that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is

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possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be decided by litigation in Court of competent jurisdiction in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Upon payment in accordance with this Agreement, any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work, except for any property, product, intellectual property, data,

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specifications, drawings, designs, models, prints, art, ideas, concepts, methods, and other work or products developed before or independent of this Agreement by Contractor ("Background Intellectual Property"). Contractor shall have a right to retain a copy of all Work product for record-keeping purposes. Any use, reuse, or modification of the Work product without retaining the services of Contractor in connection therewith shall be the County's sole risk and without liability to Contractor.

23. TERMINATION BY COUNTY

This Agreement may be terminated by the County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

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IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas	Accenture
By: Ruben Becerra	By: Robert Sheets
Hays County Judge	Senior Technical Advisor

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EXHIBIT A

Scope of Work, Fee Proposal and Rate Schedule

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EXHIBIT A

Section 1. Goals for this Engagement

Our team has prepared this proposal for Hays County to address the following goals:

- Determine community interest and support in the creation of an organization such as a PUA or other type of public entity or authority
- Determine the type of entity that best fits the needs of the community
- Based on interest and support, helping the community to create the entity
- Provide the county and the partners of the new entity with the necessary structure and strategic road map for going forward

This proposal outlines an action plan to integrate leveraged, community supported solutions into the management of these vital water resources through the formation of a new entity.

Key Challenges

- Assessing the community interest in a local government entity responsible for input and collaboration on the strategic management of water resources
- Identify clear benefits to the community realized by the creation of a new entity
- Identify key community leaders that would accept the roles and responsibility
- Gain agreements as to governance structure and responsibilities of the new entity
- Set a clear path for the new entity

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Based on these current conditions our scope and approach will focus on the goals outlined above and will provide the communities involved with a road map with specific tasks, cost and time frame to address all identified issues.

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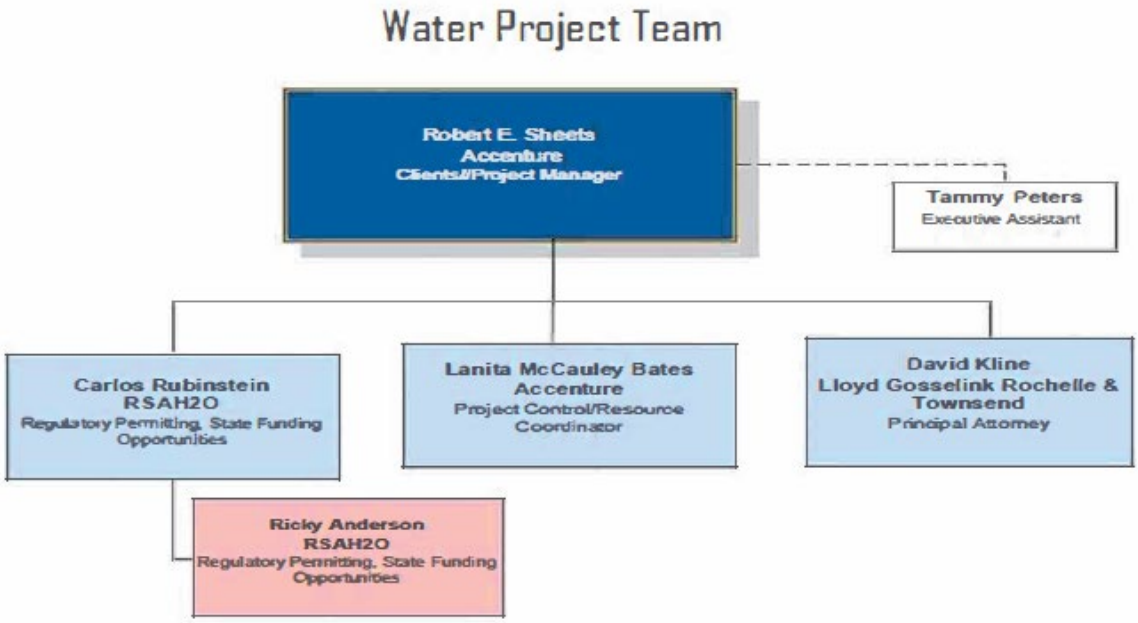
Section 2. The Team

Accenture has assembled for this project a team of experts in all elements of the project. in addition, the team outlined below has worked together on numerous water management and governance projects. The team will consist of **Accenture**, **RSAH2O** and the law firm **Lloyd Gosselink Rochelle & Townsend, P.C.** Below is the organizational chart for the Water Project Team.

Accenture has developed extensive expertise in all aspects of water management, including financial, operations, capital improvements, and management.



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Section 3. Scope and Project Approach

The impact of continued growth and demands on local water supplies requires the close examination of local control and the coordination and community involvement in water resource management. This section outlines an action plan and the steps necessary to create a new entity that can collaborate with local jurisdictions and water and wastewater providers.

The approach outlined will address the following objectives.

Formation of the new entity

The team will conduct numerous meetings with stakeholders to form specific recommendations regarding entity creation and structure. These tasks will include the following:

Task 1. Establish background information

1. Develop a history of resource management issues.
2. Identify key stakeholders for engagement.
3. Review current resource management practices and governance, which will include a review of information available from the past and current water and wastewater study.
4. From stakeholder input, provide guidance on the type of entity and structure to best address the challenges of the community.
5. Identify grants and other programs the entity would be capable of utilizing.

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Task 2. Assist with formation

1. Develop the legal framework, governance, and structure for the chosen entity
2. Development of bylaws, policies, and procedures.
3. Board member selection and roles.
4. Coordination with local entities
5. Stakeholder engagement and public communication.

As part of the creation of the new entity the team will work with participating jurisdictions to develop a technical memorandum that outlines the following:

- Goals and objectives for the next 90, 120 and 360
- Long term goals
- Communications plan for ensuring community involvement

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Section 4. Project Timeline and Fees

The provided timeline and fees assume all information is available when requested and that the stakeholder meetings will occur within the anticipated time frame. The Accenture project team will provide the County with status reports on a regular basis to inform you as to our progress or delays.

Fee Schedule

Table 1: Establish background Information

COMPANY	NAME	HOURS	HOURLY RATE	TOTAL FEES
Accenture	Rober Sheets, Senior Technical Advisor	24 hours	$300	$7,200
Accenture	Lanita McCauley Bates	24 hours	$300	$7,800
RSAH2O	Carlos Rubinstein	16 hours	$300	$4,800
	Total Hours and Fees	**64**	**300**	**$19,200**

Table 2: Assist with entity Formation

COMPANY	NAME	HOURS	HOURLY RATE	TOTAL FEES
Accenture	Robert E. Sheets, Senior Technical Advisor	40 hours	$300	$12,000
Accenture	Lenita McCauley Bates, Sr. Vice President	32 hours	$300	$9,600
RSAH2O	Carlos Rubinstein	24 hours	$300	$7,200
	Total Hours and Fees:	**96**	**300**	**$28,800**
	Total Project Hours and Fees:	**160**	**300**	**$48,000**

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All the tasks outlined in this scope will be completed within 120 days of project initiation.

Project timeline can be impacted due to the availability of information or the ability to bring stakeholders together in a timely fashion. Accenture will provide the County with monthly statues report regarding progress and potential roadblock.

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Project Reporting

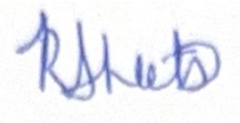
Accenture will provide the County with periodic status reports that will outline the following.

1. Task completed.
2. Hours spent on the project by team members (support for invoices provided).
3. Findings or decisions made require County input.
4. Action steps to be completed before the next milestone.
5. If necessary, recommendations regarding change in scope.

Billing

Accenture will invoice monthly based on hours spent on the project. We sincerely appreciate the opportunity to work with you on this project. For any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,



Robert Sheets
Senior Technical Advisor

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Alex Makled, P.E.
Managing Director

Enclosures: Appendix A: Resumes

Acknowledgement and Acceptance
We have read and agreed to this engagement letter. Name and signatory represent that said signatory is duly authorized and has the requisite power and authority to bind Hays County to the undertakings and obligations contained herein.

By: _____
Name: _____
Title: _____
Date: _____

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AGENDA ITEM REQUEST FORM: K. 16.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Tammy Crumley

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of a Service Agreement between Hays County and Metro Elevator Management, Inc. to provide elevator preventative maintenance and repair services pursuant to RFP 2026-P14. **BECERRA/CRUMLEY/HUNT**

Summary:

On July 7, the Commissioner Court awarded RFP 2026-P14 Elevator Maintenance and Repair Services to Metro Elevator Management, Inc. to provide elevator preventative maintenance and repair services.

Fiscal Impact:

Amount Requested: Per Service Agreement
Line Item Number: 001-695-00.5451

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: RFP 2026-P14 Elevator Maintenance and Repair Services

Auditor's Office:

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair Expense
New Revenue Y/N?: N/A
Comments:

Attachments

RFP 2026-P14 Service Agreement

SERVICE AGREEMENT
ELEVATOR MAINTENANCE AND REPAIR SERVICES
RFP: 2026-P14

This Service Agreement for ELEVATOR MAINTENANCE AND REPAIR SERVICES (the “Agreement”) is entered into by and between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and Metro Elevator Management Inc. (the "Contractor").

WHEREAS, the County desires to enter into the Agreement for the service of ELEVATOR MAINTENANCE AND REPAIR SERVICES (the “Project”) in accordance with the provisions of the state statutes, and in accordance with the proposal specifications and Statement of Work (“SOW”) detailed in RFP 2026-P14; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

TERM OF CONTRACT: The term of this Agreement shall be for an initial period of one (1) year, commencing upon execution by the Commissioners Court, with four (4) additional one (1) year annual renewals, unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with the Notices section below.

TERMINATION: Either party may cancel this Agreement with or without cause or penalty upon ninety (90) days written notice in accordance with the Notices section below.

INVOICING: Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of issued Work Order. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Agreement.

HOLIDAYS: Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

APPROPRIATION OF FUNDS: In the event the Hays County Commissioners Court fails to appropriately adequate funding for this agreement in any given fiscal year, this Agreement shall automatically terminate on October 1st of such fiscal year.

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS AGREEMENT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT.

TERMINATION BY DEFAULT: If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Agreement.

GOVERNING LAW AND VENUE: Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

INDEPENDENT CONTRACTOR: Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Agreement.

NOTICES: Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

TO HAYS COUNTY:

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Becerra
111 East San Antonio Street, Suite 300
San Marcos, TX 78666
Phone: (512) 393-2205

WITH COPY TO:
Hays County, Attn: District Attorney, Civil Division
111 E. San Antonio St., Suite 202

San Marcos, Texas 78666
Jordan.Powell@hayscountytx.gov

Hays County Facilities and Resource Management
Attn: Tammy Crumley
101 Thermon Drive
San Marcos, TX 78666
Phone: (512) 749-1155
Tammy.crumley@hayscountytx.gov

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666
Phone: (512) 393-2283
Purchasing.bids@hayscountytx.gov

TO CONTRACTOR:
Metro Elevator Management, Inc.
Attn: Allyn Campbell
4210 S. Industrial Drive, Ste. 150
Austin, TX 78744
Phone: (512) 718-9601
allynanncampbell@metro-elevator.com

PREVENTATIVE MAINTENANCE:

1. Contractor shall perform year-round preventative maintenance on the Hays County Public Safety Building, Hays County Government Center, and the Hays County Courthouse utilizing the maintenance plan and pricing cited in the Contractor's submitted proposal in response to RFP 2026-P14, which is attached hereto and incorporated herein as ***Exhibit "A"***.
2. Invoicing for Preventative Maintenance shall be made on a monthly basis as work is performed.

AWARDING WORK OTHER THAN PREVENTATIVE MAINTENANCE:

1. When the County has a need for services to be performed in connection with any facility maintained by the County, the County will issue a Work Order to the Contractor specifying the work to be performed. Work Orders will be submitted to the Contractor via email from the County. Upon receipt of the Work Order, the Contractor must schedule a site visit and develop a Cost Estimate for the requested Work Order and submit the Cost Estimate to the County via email; however, the County's request for the Contractor's Cost Estimate will not create a binding obligation on the part of the County to have any Work Order completed by the Contractor. Contractor's Cost Estimate shall be based on pricing cited in RFP 2026-P14, which is attached hereto and incorporated herein as ***Exhibit "A"***.

2. In the event that the Contractor fails to respond to the Work Order with an acceptable Cost Estimate within twenty-four (24) hours of the Work Order being submitted to the Contractor, the

County may cancel the Work Order and proceed to have another contractor perform the desired services. The County may terminate this Service Contract if the Contractor fails to timely respond to more than six (6) Work Orders in a one (1) year period.

3. The Contractor's Cost Estimate must be divided into: (a) the sum for materials to be incorporated into the project with any contractual markup outlined, (b) service or hourly labor costs broken down by hourly rate as outlined in the proposal, and (c) the sum of any other materials, overhead, trip charges, etc.

4. Upon the County and Contractor agreeing that the Contractor will perform the Work Order, the County will issue a purchase order giving authorization to the Contractor to move forward with the Work Order. The Contractor must then perform and complete the Work Order within a timely manner. If at any point while completing the Work Order the Contractor realizes that the actual cost will have a difference of more than $500 given in the Cost Estimate, the Contractor must stop work immediately and notify the County. Only upon receiving an updated purchase order from an authorized County representative, may the Contractor move forward with the Work Order.

5. Once the Work Order is completed to the satisfaction of the County, the Contractor must deliver an invoice for the completed Work Order to the County within seven (7) business days.

6. Contractor is not to combine multiple Work Orders onto one Invoice. Each Work Order requires a separate Invoice.

ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties. All prior negotiations between parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Agreement will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

In Witness Whereof, the parties have executed this Agreement as of the date(s) set forth below.

(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)

HAYS COUNTY, TEXAS

By: _____ Date: _____

Ruben Becerra
Hays County Judge

METRO ELEVATOR MANAGEMENT INC.

By: _____ Date: _____

Ally Ann Campbell
Vice President

Exhibit A
RFP 2026-P14
Preventative Maintenance & Service Request
Scope of Work and Pricing

Elevator Location & Information

Make	Model	Traction or Hydraulic	Site	Address	State ID
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#1 – 79805
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#2 – 79806
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#3 – 79807
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#4 – 79808
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#5 – 79809
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#6 – 79810
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#7 – 79811
Dover	Solid State/DMC-1	Hydraulic	Historic Courthouse	111 E. San Antonio St.	#1 – E035169
Otis Elevator Co.	655153	Hydraulic	Public Safety Building	810 S. Stagecoach Trl.	
Otis Elevator Co.	655152	Hydraulic	Public Safety Building	810 S. Stagecoach Trl	

Scope of Work:

The Contractor shall furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full and complete preventative maintenance services and repairs for all Hays County elevators described herein and their respective equipment components in accordance with the original manufacturer's design specifications, operational efficiencies, and capacities. An inspection system covering all services listed herein. This system will specify the areas to be inspected.

a. The Contractor shall provide a preventative maintenance program to deliver service tailored to the buildings' specific needs. Equipment type, component life, equipment usage, and building environment will be taken into account when planning routine short- and long-term maintenance schedules and records for each elevator. Industry Standard work processes will be used.
b. The Contractor shall keep the elevators maintained and operating at the original speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer.
c. The Contractor shall not be responsible for upgrading equipment to meet changes in code or requirements as may be recommended or directed by insurance companies, federal, state, municipal, or other governmental authorities.
d. The Contractor shall notify the County in advance of any suggested and/or required upgrades and shall provide a written estimate of cost.
e. The Contractor shall perform monthly PMs on all Hays County elevators.
f. The Contractor shall make all repairs necessary due to normal wear and tear. The Contractor shall notify the County in advance of such needed repairs and shall provide a written estimated cost.

1. **Personnel Qualifications and Expectations**
   a. The Contractor will use trained, licensed personnel directly employed and supervised by the Contractor. Sub-contracting work is not allowed under this agreement. Employees will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.
   b. The Contractor shall have and maintain backup technicians who are qualified in all respects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems.
   c. During the performance of maintenance or repair services, all employees of the Contractor shall display a Company issued picture ID badge.
   d. The Contractor agrees to furnish the Facility Maintenance Manager a copy of each work order and that work order shall be annotated with the name of the person(s) authorizing/requesting to the work, the scope of work, and the nature of the original complaint and/or problem with the recommended corrective actions to be taken by the Contractor.

2. **Working Hours and Response Time:**
   a. All routine work shall be performed during regular working hours and days. Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for service within two (2) hours of notification.
   b. Any condition that impedes the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public or County employees will be considered an emergency. Calls for emergency services must be responded to in person within two (2) hours. Service will be required twenty-four (24) hours a day, seven (7) days a week, including holidays. When a person is stuck in an elevator, response time shall be no longer than forty-five (45) minutes.
   c. The Contractor shall provide the County with a telephone number for contacting the contractor's office during normal and non-duty hours and during non-duty and holidays, twenty-four (24) hours per day, seven (7) days per week.

3. **Traction Elevators:**
   The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:
   a. Machine, worm, gear, thrust bearings, drive sheaves, drive sheave shafts bearings, brake pulley and brake coil, contact, linings and component parts.
   b. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
   c. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.
   d. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro-computer devices, steel selector cable or tape and mechanical and electrical driving equipment.
   e. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
   f. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assemble, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.
   g. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
   h. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or roller.

The Contractor will also:

a. Examine monthly all safety devices and governors and conduct annual no-load tests, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked, and the governor set. If required, the governor will be calibrated and sealed for proper tripping speed**.**
b. Load weighing devices will be calibrated after annual and five-year safety tests.
c. Renew all wire ropes as often as is necessary to maintain as adequate factor of safety; equalize the tension on all hoist and compensation ropes and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
d. Repair or replace conductor cables and hoistway and machine room elevator wiring as required.
e. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

a. Emergency lighting, batteries, trickle charger and related wiring and components.
b. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
c. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
d. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
e. All handicapped devices that are part of the elevator system.
f. All elevator related earthquake devices.

4. Hydraulic Elevators:

a. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.
b. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
c. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
d. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system platform, wood platform flooring in the elevator car, car guide rails, car guide shoes, gibs or roller.
e. Filters, mufflers and muffler components.

The Contractor will also:

a. Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.
b. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.
c. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.
d. In accordance with the manufacturer's specifications, conduct an analysis hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace

fluid as required. A copy of the findings shall be furnished to Hays County within thirty (30) calendar days of the analysis.

e. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

a. Emergency lighting, batteries, trickle charger and related wiring and components.
b. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
c. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
d. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
e. All handicapped devices that are part of the elevator system.
f. All elevator related earthquake devices

5. Maintenance Schedule:

a. Elevator Maintenance Schedules are determined by Maintenance Control Plans (MCP) specific to the type of unit. Each MCP contains a check chart defining the tasks that need to be completed and the timeframes in which they need to be completed. These charts ensure that our mechanics know exactly what work needs to be done each week when they are onsite because they fill out these check charts every time they complete a task. Metro will keep these check charts and the MCPs in the machine rooms for each elevator. In addition, MCPs and Check charts are uploaded to ESS, a mobile App our mechanics can access from anywhere. Our mechanics will update tickets through ESS for ease of reporting to The County.
b. In addition to tracking MCPs and Check chart completion, our leadership team, including our Quality Manager/Supervisor will perform regular inspections onsite to ensure check charts are being followed and completed appropriately. In addition, Metro will schedule all required inspections and tests with The County in advance and coordinate with the inspectors to ensure the appropriate team and tools are onsite.
c. The Metro check charts are defined by ASME A17.1 Code standards and OSHA standards and are designed to fit all makes and models of elevators and lifts of that type. However, Metro also uses manufacturer's guidelines specific to each model to maintain, repair and troubleshoot elevators. Our mechanics are all members of the IUEC and NEIEP trained and certified on all makes and models.

6. Preventative Maintenance and Repairs:

Metro's mechanics will perform monthly quality control inspections of all VTE while onsite. In addition, the Quality Control Manager will perform regular quality control inspections to ensure contract compliance. The Metro Quality Control Manager will also perform unscheduled inspections of all equipment and systems. Inspections by mechanics and the Quality Control Manager will include:

a. Elevator control rooms to ensure the records, logbooks, and PM charts are properly maintained, and to verify that emergency work orders, parts orders, repair proposals, etc. are processed properly and efficiently.
b. The parts inventory to ensure a proper inventory of necessary parts is maintained to support all units on-site.
c. Elevator machine rooms, pits, and hatches to ensure all maintenance items are properly

executed. The inspection will include a ride on top of all units in each group and a detailed inspection made at each floor.

During inspections, all on-site maintenance logs and records are reviewed to ensure all repairs and maintenance actions are performed according to manufacturer specifications. The Metro Account Manager can host a meeting with the County POC to ensure the County is satisfied with our team's performance and the technicians and subcontractor personnel are delivering high-quality service. Any requested changes will be made at this time, and a report will be delivered to the POC after each quality control inspection listing what equipment was inspected and what deficiencies were found.

The regular meetings with the County POC are one of the most important pieces of our Quality Control Plan. This meeting provides continuous review and evaluation of contract performance as it relates to ongoing preventative and remedial maintenance. Any necessary improvements to the service levels are implemented immediately. The preventative maintenance and quality control plans proposed in this technical submission will result in peak operational efficiency and safe vertical transportation equipment for County employees and visitors.

Metro uses a Maintenance Control Plan (MCP) for each elevator to determine frequency and type of maintenance procedures performed. We will supply MCPs for each elevator upon award of the contract. In addition to MCPs, each machine room will contain a maintenance log that the assigned mechanic will complete during each visit. This log identifies work completed on the unit during that visit including any necessary repairs and copies of the forms we use to track all work completed on the elevators. We customize these forms to the units at our clients' sites. All forms are compliant with applicable code requirements and government standards. We provide a list of these forms below and can provide copies upon award.

- Fluid Loss Record Log
- Employee Daily Maintenance Work Log
- Communication/Service Call Log
- Maintenance Inspection log
- Emergency Phone/Lights Status Log, and
- Fire Service Log

7. Tests and Reports:

a. Yearly inspection and report: Contractor shall conduct annually a non-load, low speed test of elevator cars and counterweight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as require by code. Every fifth year, Contractor shall conduct a rated load, rated speed safety test and a test of governors' safeties and buffers. The result of each test shall be delivered to the County in writing within fourteen (14) days of date of test.

b. Annual performance evaluation and report: Contractor warrants that it shall conduct annual evaluations of equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and system operation, including traffic handling response time and step indexing. The results of the evaluation and report shall be delivered to the County in writing within thirty (30) days of the test.

c. Contractor reports – Operation problems: Contractor shall immediately communicate verbally and in writing within two (2) days to the County the discovery, cause and correction of all potential operational problems of an unusual or potentially hazardous nature that the

Contractor becomes aware of. A letter is to be sent to the Facility Maintenance Manager stating causes and corrective action.

d. The Contractor agrees to maintain complete accurate records of ALL maintenance services performed, repairs made, and replacement parts used and billed for during the period of this agreement. All equipment defects and deviations from normal operating characteristics and specifications shall be recorded on the preventive maintenance services.

8. Quality Control & Assurance Project Plan:

The proposing firm shall provide a narrative that addresses the Scope of Work, Specifications, and schedule requirements, and shows the proposing firms understanding of the project.

Contractor shall:

a. Describe the approach to completing the tasks specified in the Scope of Work. Outline sequentially the activities that would be undertaken in completing the tasks at each of the job sites.

b. Describe your approach to the project as it pertains to system design and integration.

- Metro uses Semi-annual, CAT 1 and 5 inspections as self-evaluation of our team's work on a contract. Because one of these tests is performed each year, we can track whether a mechanic has corrected deficiencies. If the same deficiencies are listed each year, we will investigate whether the cause is a result of deferred maintenance from our mechanic or the age of the equipment.
- If a deficiency is a result of deferred maintenance, the Metro Account Manager and Quality Control Manager will take corrective actions with the mechanic to resolve the issue. This includes random quality checks and an evaluation of the mechanic's ability to correctly maintain the unit. While highly unlikely, if necessary, Metro will replace a mechanic who cannot correctly maintain an elevator.
- If the issues are a result of the age and wear and tear of the equipment, the Metro Project Manager will compile a recommended modernization/replacement plan for the faulty part and present this to the County for review and approval.

Preventative Maintenance Pricing:

Fixed cost per location (stated price includes labor and materials to perform the required monthly preventative maintenance).

- **Hays County Courthouse** **$ 195.00 per month**
  111 E. San Antonio Street
  San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Dover	Solid State/DMC-1	Hydraulic	#1 – E035169

- **Government Center** **$ $2,390.00 per month**
  712 S. Stagecoach Trail
  San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Kone	Solid State/KCM831	Traction/Electric	#1 – 79805
Kone	Solid State/KCM831	Traction/Electric	#2 – 79806
Kone	Solid State/KCM831	Traction/Electric	#3 – 79807
Kone	Solid State/KCM831	Traction/Electric	#4 – 79808
Kone	Solid State/KCM831	Traction/Electric	#5 – 79809
Kone	Solid State/KCM831	Traction/Electric	#6 – 79810
Kone	Solid State/KCM831	Traction/Electric	#7 – 79811

- **Public Safety Building** **$390.00 per month**
  810 S. Stagecoach Trail
  San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Otis Elevator Comp.	655153	Hydraulic	
Otis Elevator Comp.	655152	Hydraulic	

Service Repair Pricing:

Charges shall consist of actual time at the job site. An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.

Hourly Charges: (The hourly rate stated below is on services other than the Preventative Maintenance.) Below includes a breakdown of hourly rates for Forman, Adjuster, Mechanic, and Helper

An experienced, Licensed Forman, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$375.00/hour
After-Scheduled Working Hours & Saturdays	$637.50/hour
Weekends (Sundays)	$750.00/hour
Holidays	$750.00/hour

An experienced, Licensed Adjuster, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$375.00/hour
After-Scheduled Working Hours & Saturdays	$637.50/hour
Weekends (Sundays)	$750.00/hour
Holidays	$750.00/hour

An experienced, Licensed Mechanic, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$375.00/hour
After-Scheduled Working Hours & Saturdays	$637.50/hour
Weekends (Sundays)	$750.00/hour
Holidays	$750.00/hour

An experienced, Licensed helper, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	$300.00/hour
After-Scheduled Working Hours & Saturdays	$600.00/hour
Weekends (Sundays)	$600.00/hour
Holidays	$600.00/hour

- **Parts:** Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage. The contractor will be required to submit supplier invoices to ensure the accurate percentage is being calculated. The County reserves the right to conduct random audits on the any pricing.

  25 %

- **Other Charges:** All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
N/A	**$**
	$

AGENDA ITEM REQUEST FORM: K. 17.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt, Anthony Hipolito

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to execute a Professional Services Agreement (2026-PSA-89) between Hays County and Johnson, Mirmiran, and Thompson (JMT), Inc. to oversee the Door PLC System and Door Lock Upgrade projects within the Hays County Jail with a not-to-exceed value of $39,375.00. **INGALSBE/HIPOLITO/HUNT**

Summary:

On June 9, 2026, the Commissioners Court approved the selection of Johnson, Mirmiran, and Thompson (JMT), Inc. to oversee the Door PLC System and Door Lock Upgrade projects within the Hays County Jail.

Related Party Disclosure: Jennifer Shell - Wife of former Commissioner 3, Lon Shell

Fiscal Impact:

Amount Requested: $39,375.00
Line Item Number: 006-852-94-200.5741

Budget Office:

Source of Funds: Public Safety Bond Funds
Budget Amendment Required Y/N?: No
Comments:
$39,375 - Increase Misc Capital Improvements 006-852-94-200.5741
($39,375) - Decrease Interest/Fund Balance 006-852-94.4801

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: RFP 2024-P03 Countywide Project Management Services

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

2026-PSA-89

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS
2026-PSA-89

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, **Johnson, Mirmiran, & Thompson (JMT), Inc.** (hereinafter "Contractor"), whose primary place of business is located at 2600 Via Fortuna, Suite 575, Austin, TX 78746, hereby enter into this Professional Services Agreement (hereinafter "Agreement") pursuant to RFP 2024-P03 Countywide Project Management Services, effective the 28th day of July 2026. The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The Contractor will serve as a project representative (PR) who shall be the single point-of-contact for Hays County (Owner). Services include all general leadership and management functions required of a PR; which include but are not limited to, planning and phasing of project, tracking budgets, monitoring schedules, overseeing quality on all aspects of the project; communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with end users, other stakeholders, participating meetings; and briefing Hays County Jail Staff, the Sheriff Department and Hays County Commissioners as necessary.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of the County Administrator, and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as *Exhibit "A"*, and any subsections of *Exhibit "A"*, if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in *Exhibit "A"*), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties. Contractor shall provide the Work using the level of professional skill and care ordinarily provided by design professionals practicing under the same or similar circumstances and professional license.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in *Exhibit "B"*, attached hereto.

4. TERM AND DURATION OF CONTRACT

The parties agree that the Work shall be completed by April 1, 2027, after commencement date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the

Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than thirty (30) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work billed hourly against a not-to-exceed budget, the terms of which are cited in the Contractor's staffing plan and fee schedule, which is attached hereto and included in *Exhibit "A"*. As clarification, the fee amounts identified for each individual phase in the attached fee schedule are estimates of the level of effort required for that phase and shall not be construed as individual not-to-exceed amounts for each phase. Contractor shall only be subject to the overall not-to-exceed fee amount identified below. The parties agree that the County shall pay Contractor a total contract not-to-exceed fee amount of thirty-nine thousand three hundred seventy-five dollars ($39,375.00) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis for services performed, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's payment address communicated with the first invoice.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666
judge.becerra@haysountytx.gov

With Copy to:

Hays County, Criminal District Attorney, Civil Division
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
Jordan.Powell@hayscountytx.gov

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1094
San Marcos, Texas 78666
Purchasing.bids@hayscountytx.gov

Hays County Sheriff Office
1307 Uhland Road
San Marcos, TX 78666
julie@hayscountytx.gov

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as an additional insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy A copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

Hays County District Attorney, Civil Division
Hays County Courthouse
111 East San Antonio, Suite 202
San Marcos, Texas 78666
Jordan.powell@hayscountytx.gov

With Copy to:
Hays County Purchasing Office

712 S. Stagecoach Trail, Ste. 1094
San Marcos, TX 78666
Purchasing.bids@hayscountytx.gov

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, discontinued, or materially modified until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY
If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes. Any use of the Work product without retaining the services of Contractor in connection therewith shall be the County's sole risk and without liability to Contractor.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas	Johnson, Mirmiran, and Thompson, Inc.
By: Ruben Becerra	By: Jennifer Shell
Hays County Judge	Vice President

EXHIBIT A:
SCOPE OF WORK & FEE SCHEDULE

July 20, 2026

Honorable Judge Ruben Becerra
Judge of Hays County, Texas
Hays County Courthouse
111 E. San Antonio St., Suite 300
San Marcos, Texas 78666

RE: Project Representative Services Proposal: Hays County Jail – Door PLC System and Door Lock Upgrades

Dear Judge and Members of the Hays County Commissioners Court,

Johnson, Mirmiran & Thompson (JMT) is pleased to submit the following proposal for Project Representative Services to Hays County for the Door PLC System and Door Lock Upgrades in the Hays County Jail located at 1307 Uhland Rd., San Marcos, Texas 78666. The following are the details of the project as well as a list of services to be provided by JMT during the project.

The project will include the installation of a new PLC Door control system in (7) locations (C1 Housing, C2 Housing, E2/E3 B Quad, D1 Housing, D2 Housing, and the Old Reception area) which will feed back to the master control. The above listed control areas will have door control, intercom, camera call up and lighting control for the local pod only. The project includes interfacing with the master control system which are currently Omron PLC, Harding Intercom and Master Control.

The project will also include installing 104 interior swing door locking mechanisms to meet Hays County's unified keying system requirements. Existing locks will be removed and turned over to the County. All hardware, installation and programming is to be furnished and installed by Cornerstone Detention.

Installation of these upgrades is contemplated to begin before the end of the year, but the schedule is dependent on the current lead time of the equipment and hardware. We understand that Hays County is already in the process of finalizing the scope of work and proposed timeline provided by Cornerstone Detention for the entire project. We have based our proposal on a project duration of five months.

Below is the scope of services JMT is proposing to provide as Hays County's Project Representative for the project described above:

> The Project Representative will perform weekly site visits to review the progress of the project and ensure that the contractor is performing the work in accordance with the project contract documents.

In conjunction with these site visits the Project Representative will be responsible for the following:

- Review contract schedule of values to confirm accurate material quantities and costs are being reported by the general contractor (material & cost check), JMT does not intend to perform a detailed take-off of materials and cost estimate.
- Provide monthly executive updates on the project status.
- Review the contractor's monthly pay applications (invoices) to ensure percentage of work complete is in alignment with the conditions on site.
- Perform change order reviews produced by the contractor.
- Coordinate and ensure proper closeouts including warranties, as-builts are accurate and complete.
- Ensure the general contractor's final pay application is complete and includes all required lien releases prior to final payment.

The Project Representative will provide the above-mentioned services throughout the schedule listed below.

1. Pre-Construction and Phasing Coordination: Coordinate and verify that all goods and materials are on-site, September 2026.
2. Construction Phase:
    a. Installation and Programming of the PLC Door control system, December 2026 – February 2027
    b. Replacement of the swinging door locking mechanisms, December 2026 – February 2027.
3. Warranty and Occupancy Phase: March 2027

JMT will require access to the contractor's contract (PO or agreement), the project plans and specifications, all supplemental instructions generated by the Hays County Jail Staff, all requests for information and related responses, and any additional information which may alter the scope or duration of the project. Should the scope of duration of the project be altered from the information provided above, JMT reserves the right to renegotiate our fee.

Based on the above information we propose a not-to-exceed fee of **$39,375.00,** which is based on 168 billable hours. We will submit monthly billings based on the hours worked for the preceding month. Gabe Martinez will be the assigned Project Representative.

Proposed Project Management Fees

Pre-Construction and Phasing Coordination, approx. 4 hours per week for PM services	$3,750
Construction Phase, approx. 10 hours per week for PM services	$28,125
Warranty and Occupancy Phase, approx. 8 hours per week for PM services	$7,500
Total	**$39,375**

A detailed scope and fee are attached for your review.

We greatly appreciate the opportunity to partner with Hays County on this project.

Sincerely,

Jennifer Shell, PE, PMP
Vice President | Principal in Charge
O. (737) 243-1939 l JShell@jmt.com

Scope of Services for Project Representative Services to Act as Hays County's Independent Representative for the Door PLC System and Door Lock Upgrades in the Hays County Jail Project

OVERALL SCOPE:

JMT shall provide a Project Representative (PR) who shall be the single point-of-contact for Hays County (Owner). Services include all general leadership and management functions required of a PR; which include but are not limited to, planning and phasing of project, tracking budgets, monitoring schedules, overseeing quality on all aspects of the project; communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with end users, other stakeholders, participating meetings; and briefing Hays County Jail Staff, the Sherrif Department and Hays County Commissioners as necessary.

Throughout the project, JMT will:

- Provide monthly updates with project progress, issues, budget, and schedule updates to keep the Owner's project manager and staff informed and communicate with end-users to keep scope aligned with project objectives. If requested, JMT will provide updates to the Hays County Commissioners.
- Track project progress for consistency and forecast milestones to mitigate scope/schedule risks and to assure compliance with the County's goals, as well as applicable local, state and federal codes, statutes, and regulations.
- Administer and maintain project documentation related to project management, construction management, cost and schedule control, administration, accounting and budget management, or other areas of expertise normally associated with construction management for capital projects.

CONSTRUCTION PHASE

Manage the construction and execution of the project by providing project leadership, communication, coordination, and conflict resolution to ensure the project's goals are met. Facilitate timely responses from project representatives and report progress and issues impacting the project goals to stakeholders.

Administer the construction contract and general conditions and serve as the County's point-of-contact during construction. Conduct and attend construction update meetings on a weekly or as-needed basis. Review and approve project invoices and expenses for consultant services and construction pay applications with approval of percentage of completion for draw requests.

Conduct partnering sessions at the beginning of the construction phase to include all subcontractors. Review required documents/outlines from the contractor including quality control plan, safety plan, environmental compliance plan, and report to the County.

Manage the overall information flow during construction including submittals, RFIs, daily reports, and photos. Review approved submittals and obtain owner approvals as needed.

Evaluate requests for proposed change orders and construction change proposals and make recommendations. Analyze each potential change, estimate cost, and schedule, assess its impact, and negotiate the change amount. Recommend change orders to the County for approval.

Conduct site visits and inspections to review work in place and report. Monitor construction progress and advise owner of any observations of non-conforming scope or quality workmanship.

Participate in resolution of disputes regarding construction.

Continue coordination with vendors under separate contracts to the County, such as security, data, telecom, move management, etc., as well as all with local governing agencies and authorities having jurisdiction.

Review contractor's building commissioning and turnover plan and provide guidance and recommendations for acceptance of project.

TURNOVER PHASE

Prepare the final punch list with the contractor and Hays County Jail staff and provide updates until all items are complete.

Monitor all pre-functional testing and check-out for compliance with commissioning plan.

Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals. Monitor status of as-built conditions and verify that as-built details are incorporated into contract drawings.

Coordinate training of facility maintenance staff for familiarization with all systems.

WARRANTY AND OCCUPANCY

Generate and deliver a tickler file of all warranty deadlines for each project. Coordinate reviews of warranty items after a 30-day and eleven-month period.

Prepare final walk-through inspection and post-occupancy evaluation prior to the end of the contractor's warranty period.

FEE - Hays County Jail - Door Controls Upgrades

ITEM	DESCRIPTION	Principal In Charge	Project Mgr/ Construction Mgr	Project Controls	COSTS
Hourly Rate		**$0**	**$234**	**$0**	
	Scope	**Hours**	**Hours**	**Hours**	
Pre-Construction and Phasing Coordination	**1 Month (September 2026)**	**0**	**16**	**0**	
	Coordinate and Attend Meetings (weekly)				
	Preconstruction Services Support				
		$0	$3,750	$0	**$3,750**
	Scope	**Hours**	**Hours**	**Hours**	
Construction Phase	**3 Months (December 2026 - February 2027)**	**0**	**120**	**0**	
	Serve as owner's Point-of-Contact				
	Review documents/outlines, safety plans, etc.				
	Implement Change Management Plan				
	Conduct construction meetings with updates (weekly)				
	Conduct site visits, monitor progress, advise on progress (weekly)				
	Review compliance of plans, specifications, & conditions				
	Provide field and quality assurance observations (weekly)				
	Review monthly contractor invoice or pay application				
	Provide monthly executive updates				
	Coordinate training and turnover				
		$0	$28,125	$0	**$28,125**
	Scope	**Hours**	**Hours**	**Hours**	
Warranty and Occupancy Phase	**1 Month (March 2027)**	**0**	**32**	**0**	
	Closeout the project				
	Verification of final completion				
	Final payment				
	Record documents review				
	O&M documentation review				
	Warranty document review				
	Turn over all project documentation				
		$0	$7,500	$0	**$7,500**
	TOTAL COSTS				**$39,375.00**

AGENDA ITEM REQUEST FORM: K. 18.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to pre-qualify all respondents who scored a event (70) or above for the RFQ 2026-Q05 Right-of-Way Acquistion Services Pool to establish a new pool of firms to be used on an as-needed basis for projects throughout the County for Right-of-Way Acquistion Services. The selection of a firm will be brought to Commissioners Court for approval, utilizing the Vendor Selection Form, prior to a contract being brought back to the Commissioners Court for execution. The pool will be reviewed and reopened on an annual basis. **BECERRA/HUNT**

Summary

On October 28, 2025, the Commissioners Court approved specifications and authorized Purchasing to solicit statements of qualifications (SOQs) to establish a Land Surveying Services pool.

The Purchasing Office received twenty-five (25) proposals, with three (3) being deemed non-responsive due to not submitting the required documents identified in the solicitation documents. Pursuant to the Commissioners Court's direction, on June 9, 2026, all firms who receive an average score of 70 or above will be awarded into the pool.

The following Chapter 176 & Related Party Disclosures were identified:

- Chapter 176: Marisol Villareal-Alonzo: AtkinsRealis ISA, Inc.
- Related Party Disclosure: AtkinsRealis ISA, Inc. - Marisol Villarreal-Alonzo: Husband (Construction Manager) and Daughter (Engineer Intern) both work there.
- Related Party Disclosure: LJS Engineering, Inc. - Jerrry Borcherding (Pas Employee): Granddaughter (Graphics Coordinator) works there.

Attachments

Chapter 176 & Related Party Disclosure - Signed
RFQ 2026-Q05 Final Tabulation - Signed

RFQ 2026-Q05 Right of Way Acquisition Services Pool
Disclosures

Conflict of Interest Questionnaire - Texas Government Code Chapter 176

Firm Name	Hays County Officer	Name of Employment/Business Relationship or Family Member	Title of Employment/Business Relationship or Family Member	Relationship
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Freddie Alonzo	Construction Manager	Spouse
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Adamari Alonzo	Engineer Intern	Daughter

Related Party Disclosure Form

Firm Name	County Employee Name	Person Related	Position Held/Title	Relationship
LJA Engineering, Inc.	Jerry Borcherding	Abigail Borcherding	Graphics Coordinator	Granddaughter
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Freddie Alonzo	Construction Manager	Spouse
AtkinsRealis USA, Inc.	Marisol Villarreal-Alonzo	Adamari Alonzo	Engineer Intern	Daughter

Zachary Farnsworth
X: Zachary Farnsworth (Jun 2, 2026 15:52:33 CDT)
Contract Specialist Signature

Stephanie Hunt
X: Stephanie Hunt (Jun 10, 2026 19:52:40 CDT)
Purchasing Agent Signature

Chapter 176 & RP Disclosures - RFQ 2026-Q05

Final Audit Report 2026-06-11

Created:	2026-06-02
By:	Zachary Farnsworth (zachary.farnsworth@hayscountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2MI0bTT1ECEs8sz8jVUu8qPW3yCeQwn1

"Chapter 176 & RP Disclosures - RFQ 2026-Q05" History

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2026-06-02 - 8:47:58 PM GMT

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2026-06-02 - 8:52:22 PM GMT

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Agreement completed.
2026-06-11 - 0:52:40 AM GMT

Adobe Acrobat Sign

RFQ 2026-Q05 Right-of-Way Acquisition Services Pool
Final Tabulation

Firm	Average Score	Firm	Average Score
AtkinsRéalis USA, Inc.	82	O.R. Colan Associates, LLC	80
Cobb, Fendley & Associates. Inc.	83	Overland, Pacific & Cutler, LLC	80
Contract Land Staff, LLC	65	Pape-Dawson Consulting Engineers, LLC	83
Cushman & Wakefield, Inc.	66	Pinnacle Consulting Management Group, Inc.	73
Dunaway Associates, LLC	80	Right of Way of Texas, LLC	89
Halff Associates, Inc.	77	THC, Inc.	60
HDR Engineering, Inc.	91	The Guess Group, Inc.	66
Heidaker Land Services, Inc.	86	Twisted Land Company, LLC	54
LJA Engineering, Inc.	85	Valbridge Property Advisors	59
Lockwood, Andrews & Newman, Inc.	84	Volkert, Inc.	72
McCarthy Right of Way Partners, LLC	67	WSB, Inc.	82

Bids Deemed Non-Responsive

ProSource Technologies
SRLS Texas, LLC
Texas Land Professionals, Inc.

Chapter 176 Conflicts & Related Party Disclosure Form

Chapter 176 Conflict of Interest Questionnaire	2 Firms
Related Party Disclosure Form	3 Firms

Purchasing Office & Audit Review

X: Zachary Farnsworth — 26-Jun-26
Contract Specialist Signature — Date (dd/mm/yy)

X: Stephanie Hunt — 08/07/26
Purchasing Agent Signature — Date (dd/mm/yy)

X: James Collins — 08/07/26
Auditor Representative Signature — Date (dd/mm/yy)

RFQ 2026-Q05 Final Tabulation

Final Audit Report 2026-07-20

Created:	2026-07-08
By:	Stephanie Hunt (stephanie.hunt@hayscountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6fZQoS5ChBhYnlhDuWVn3ramal99F7v4

"RFQ 2026-Q05 Final Tabulation" History

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New document URL requested by James Collins (james.collins@hayscountytx.gov)
2026-07-20 - 5:52:11 PM GMT

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Agreement completed.
2026-07-20 - 5:52:30 PM GMT

Adobe Acrobat Sign

AGENDA ITEM REQUEST FORM: K. 19.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Stephanie Hunt

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to pre-qualify all respondents who scored seventy (70) or above for RFQ 2026-Q04 Project Management Services Pool to further develop the current pool of firms to be used on an as-needed basis for projects throughout the County for Project Management Services. The selection of a firm will be brought to the Commissioners Court for approval utilizing the Vendor Selection Form prior to a contract being approved and executed by the Commissioners Court. The pool will be reviewed and reopened on an annual basis. **BECERRA/HUNT**

Summary

On October 28, 2025, the Commissioners Court approved specifications and authorized the Purchasing Office to solicit proposals to further develop the Project Management Service Pool.

Purchasing received twenty-eight (28) proposals, with three (3) being deemed non-responsive. Only one related party disclosure was identified, but the firm this relates to was deemed non-responsive. Pursuant to the Commissioners Court's direction on June 9, 2025, all firms who received an average score of seventy (70) or above will be awarded into the pool.

Attachments

Chapter 176 & Related Party Disclosure - Signed
RFQ 2026-Q04 Final Tabulation - Signed

RFQ 2026-Q04 Project Management Services Pool
Disclosures

Conflict of Interest Questionnaire - Texas Government Code Chapter 176

Firm Name	Hays County Officer	Name of Employment/Business Relationship or Family Member	Title of Employment/Business Relationship or Family Member	Relationship
N/A	N/A	N/A	N/A	N/A

Related Party Disclosure Form

Firm Name	Employee Name	Person Related	Position Held/Title	Relationship
Johnson, Mirmiran & Thompson, Inc. (JMT)	Lon Shell	Jennifer Shell	Project Manager/Office Leader & Associate Vice President	Spouse

Purchasing Office Review

X: Zachary Farnsworth
Zachary Farnsworth (Jun 25, 2026 09:57:50 CDT)
Contract Specialist

X: Stephanie Hunt
Purchasing Agent

Chapter 176 & RP Disclosures - RFQ 2026-Q04

Final Audit Report 2026-06-25

Created:	2026-06-25
By:	Zachary Farnsworth (zachary.farnsworth@hayscountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9CnRxIJixPdNxYgUfxHQ5s6_hzGRpXwx

"Chapter 176 & RP Disclosures - RFQ 2026-Q04" History

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RFQ 2026-Q04 Project Management Services Pool
Final Tabulation

Firm	Average Scores	Firm	Average Scores
Accenture Infrastructure and Capital Projects, LLC	80	NV5	66
AGCM, Inc.	85	PMA Consultants, LLC	72
Atlas Design Services	67	PROCEDEO	70
Au+ Engineering, LLC	70	Project Management Services, Inc. (PMSI)	69
Brailsford & Dunlavey	81	Prolego Consulting Solutions	72
Broaddus & Associates	87	Schumann Consulting	54
CORE Forensics, LLC	71	SCM Construction Project Management	71
CPM Texas	78	Skanska USA Building, Inc.	69
Freese and Nichols, Inc.	78	Square One Consultants	69
Jones Lang LaSalle (JLL)	63	Syncra	71
Kitchell	87	Volkert, Inc.	58
Matrix Design Group	62	WT Partnership	69
N. Martinez & Associates, Inc.	62		

Bids Deemed Non-Responsive
Johnson, Mirmiran & Thompson, Inc. (JMT)
Mendez Engineering, PLLC
Rosborough Project Management, LLC

Chapter 176 Disclosures & Related Party Disclosure Form	
Chapter 176 Conflict of Interest Questionnaire	N/A
Related Party Disclsoure Form	1 Firm

Purchasing Office & Audit Review

X: position is vacant at this time.
Contract Specialist Signature

X: Stephanie Hunt 20/07/26
Purchasing Agent Signature

X: James Collins 20/07/26
Auditor Representative Signature

RFQ 2026-Q04 Final Tabulation

Final Audit Report 2026-07-20

Created:	2026-07-20
By:	Stephanie Hunt (stephanie.hunt@hayscountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASQyrgJAhWVAnZnKADvETqcjZ9K5VA2lm

"RFQ 2026-Q04 Final Tabulation" History

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AGENDA ITEM REQUEST FORM: M. 1.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

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 exchange, purchase, lease, sale, or value of real property located at or near FM 110 and County Road 158 in Precinct 1 related to *Hays County, Texas v. Tack Development, Ltd.* (Cause No. 24-0166-C pending in Hays County Court-at-Law No. 1). Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

AGENDA ITEM REQUEST FORM: M. 2.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

Sponsor: Commissioner Cohen

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 Right of Way/Land Acquisition located at or near FM 2001 (Parcel 27) in Precinct 2 to be used for the FM 2001 Gap Safety Project. Possible discussion and/or action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: M. 3.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

Sponsor: Commissioner Cohen

Co-Sponsor: Commissioner Ingalsbe

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 for the Eastside Campus Project. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

Summary

AGENDA ITEM REQUEST FORM: M. 4.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near 500 FM 150 East, Kyle, Texas 78640 in Precinct 2. Possible discussion and/or action may follow in open court. **COHEN**

Summary

AGENDA ITEM REQUEST FORM: M. 5.

Hays County Commissioners Court

Date: 07/28/2026

Requested By: Morgan Hammer, Commissioner Pct. 3

Sponsor: Commissioner Hammer

Agenda Item

Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the exchange, purchase, lease, sale, or value of real property located at or near FM 2325 and Ranch Road 2325 located in Precinct 3. Possible discussion and/or action may follow in open court. **HAMMER**

Summary

AGENDA ITEM REQUEST FORM: M. 6.

Hays County Commissioners Court

Date: 07/28/2026

Requested By:

Sponsor: Commissioner Hammer

Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding *In Re Hays County, Texas* (Cause No. D-1-GN-25-002049 filed in the 126th Judicial District Court in Travis County) and the associated appeal. Possible discussion and/or action may follow in open court. **INGALSBE/HAMMER HAMMER/INGALSBE**

Summary