

**Commissioners Court January 21, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **21st day of January 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

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.

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	4	Approve payments of County invoices. VILLARREAL-ALONZO
2	5	Approve payments of Juror checks. VILLARREAL-ALONZO
3	6	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
4	7	Authorize On-Site Sewage Facility Permit for the Deer Creek Ranch Parks & Lakes HOA located at 655 Panorama Drive, Dripping Springs, Texas 78620. SMITH/STRICKLAND
5	8	Authorize On-Site Sewage Facility Permit for 8 long-term rental tiny homes (P-W) at 3411 Elder Hill Road, Driftwood, Texas 78619. SHELL/STRICKLAND
6	9	Authorize On-Site Sewage Facility Permit for 4 long-term rental tiny homes (H-K) at 3411 Elder Hill Road, Driftwood, Texas 78619. SHELL/STRICKLAND
7	10	Authorize On-Site Sewage Facility Permit for a Meditation & Yoga studio with yurt located 9002 Bear Creek Drive, Austin, Texas 78737. SMITH/STRICKLAND
8	11	Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. BECERRA/MILLER
9	12-13	Authorize the execution of Resolution and grant application submittal to the Office of the Governor, Homeland Security Grants Division for the Hays County HazMat Team Monitor Maintenance project in the amount of \$20,000. BECERRA/T.CRUMLEY
10	14-15	Authorize the execution of Resolution and grant application submittal to the Office of the Governor, Homeland Security Grants Division for the Hays County HazMat Team Capability Improvements project in the amount of \$82,840.40. BECERRA/T.CRUMLEY
11	16-28	Authorize the District Attorney's Office to purchase office furniture for \$5,398 two (2) new employees approved during the FY20 budget process utilizing the DA Discretionary Funds and amend the budget accordingly. INGALSBE/MAU
12	29	Approve a revised FY 2020 vehicle schedule for the Sheriff's Office due to an increase in law enforcement equipment and installation fees. INGALSBE/CUTLER
13	30	Authorize the Sheriff's Office to purchase two (2) replacement Stalker Radars and one (1) new Push Bumper valued at \$6,543 utilizing identified equipment savings and amend the budget accordingly. INGALSBE/CUTLER
14	31	Amend various departmental operating budgets in preparation for the County's FY 2019 year-end process. BECERRA/VILLARREAL-ALONZO
15	32	Authorize the purchase of consumable items for Census Complete Count (CCC) Committee Meetings and Events for the period of January through June 2020 in the amount of \$1,300 and amend the budget accordingly. BECERRA

ACTION ITEMS

ROADS

16	33	Discussion and possible action to consider the release of the maintenance bond #EACX0880000028 in the amount of \$140,012.47, and the acceptance of roads into the county road maintenance system for Stonefield subdivision, Section 11. JONES/BORCHERDING
17	34	Discussion and possible action to select Doucet & Associates to perform all necessary design services and investigations related to providing addition of parking area for the Pct. 2 offices on FM 2770; and authorize staff and counsel to negotiate a contract. JONES/BORCHERDING
18	35-40	Discussion and possible action to consider the acceptance of road construction & drainage improvements, and the 2-year maintenance bond #PB03016800230M in the amount of \$121,243.00, for the Campo Del Sol Parkway Extension/Turnersville Rd project. JONES/BORCHERDING
19	41-103	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with HDR, Inc for Corridor Preservation Study services on the SH 21 Corridor Improvements Project from US 183 to the existing 5-lane section in San Marcos as part of the Hays County 2016 Road Bond Program. INGALSBE/JONES/BORCHERDING
20	104-117	Discussion and possible action to accept fiscal surety for the construction of street improvements in the amount of \$2,133,227.50 (Bond #PRF9284034) and drainage, water, wastewater, and utility improvements in the amount of \$1,921,758.00 (Bond #PRF9284032) for Sunfield, Phase Three, Section Five B. JONES/BORCHERDING
21	118-126	Discussion and possible action to accept fiscal surety for the construction of mass and grading improvements in the amount of \$940,187.00 (Bond #PRF9284033) for Sunfield, Phase Three, Section Five C. JONES/BORCHERDING
22	127	Discussion and possible action to select K Friese, & Associates to perform all related planning and engineering services needed for updating the Hays County Transportation Plan; and authorize staff and counsel to negotiate a contract. SMITH/BORCHERDING

MISCELLANEOUS

23	128-129	Discussion and possible action to authorize the County Judge to execute Change Order #1 in the amount of \$7,316 to the Professional Services Agreement between Hays County and Myers Concrete Construction for the Elections Public Entrance Remodel project and amend the budget accordingly. INGALSBE/T.CRUMLEY
24	130-140	Discussion and possible action to authorize the County Judge to execute an \$8,000 Grant Award Contract with the United Way for Greater Austin for the Central Texas 2020 Get-Out-The-Count Efforts and amend the budget accordingly. BECERRA/T.CRUMLEY
25	141	Discussion and possible action to utilize budgeted funds to establish a Magistration Division serving both the District Courts and the County Courts at Law and budgeted under the umbrella of the District Courts, to include one (1) new Associate Judge, one (1) new Justice Clerk, Contracting for Magistration, operating supplies and equipment and amend the budget accordingly. SHELL/STEEL

EXECUTIVE SESSIONS

The Commissioners Court will announce 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.

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.

26	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/RAVEN
27	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
28	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
29	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. BECERRA
30	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 17th day of January, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

Elaine A. Carden

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 (72 hours 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

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

January 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

January 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

January 21, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for the Deer Creek Ranch Parks & Lakes HOA located at 655 Panorama Drive, Dripping Springs, Texas 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SMITH	N/A

SUMMARY

Braden Frame of the Deer Creek Ranch Parks & Lakes HOA is requesting a new On-Site Sewage System to accommodate the HOA small event center. This tract of land is Lot 7 of Block F in the Hill Creek West Subdivision and will be served by a public water supply. The system designer, Doug Dowlearn, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via standard disposal for a maximum daily rate of 160 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 8 long-term rental tiny homes (P-W) at 3411 Elder Hill Road, Driftwood, Texas 78619.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SHELL	N/A

SUMMARY

Ryen Burrus of Gladys Highlands, LLC is proposing an OSSF to serve eight 700 square foot tiny homes for long-term leasing. The system is designed to accommodate cabins P through W. The cabins will be served by rainwater collection systems on this 12.184 acre tract. The system designer, Dan Balboa, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 800 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 4 long-term rental tiny homes (H-K) at 3411 Elder Hill Road, Driftwood, Texas 78619.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SHELL	N/A

SUMMARY

Ryen Burrus of Gladys Highlands, LLC is proposing an OSSF to serve four 700 square foot tiny homes for long-term leasing. The system is designed to accommodate cabins H through K. The cabins will be served by rainwater collection systems on this 12.184 acre tract. The system designer, Dan Balboa, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 400 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a Meditation & Yoga studio with yurt located 9002 Bear Creek Drive, Austin, Texas 78737.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SMITH	N/A

SUMMARY

Valeria Bachman is proposing an OSSF to serve a one-bedroom cabin & a yurt for yoga and meditation purposes. This system will accommodate up to 15 employees and guests per day. This 10.03 acre tract of land lies within the Village of Bear Creek and will be served by a private well for a potable water supply. The system designer, Corrie (Bucky) Smith, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 300 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

Under a new state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all local government employees and elected officials who have access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

County officials and staff will have until June 14, 2020, to complete training for the first annual requirement. The Human Resources staff will administer and ensure compliance with the requirement.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the execution of Resolution and grant application submittal to the Office of the Governor, Homeland Security Grants Division for the Hays County HazMat Team Monitor Maintenance project in the amount of \$20,000.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY	BECERRA	N/A

SUMMARY

This grant application is to provide maintenance of the HazMat Team monitors, which will increase the life of the specialized equipment and allow the team to respond with sustainable equipment.

The grant application is due January 21, 2020 through the eGrants portal for review by CAPCOG and no matching funds are required. If approved through CAPCOG the grant will be submitted to the Office of the Governor Homeland Security Division on February 27, 2020 through the eGrants portal.
Grant period September 1, 2020 - August 31, 2021.

Grant number 3529703.



San Marcos, Texas

Resolution

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners Court finds it in the best interest of the citizens of Hays County, that the Hays County HazMat Monitor Maintenance project be operated in the 2021 year; and

WHEREAS, The Hays County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grant Program - State Homeland Security Program grant application; and

WHEREAS, The Hays County Commissioners Court agrees in the event of loss or misuse of the Office of the Governor funds, the Hays County Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The Hays County Commissioners Court designates the Hays County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County HazMat Monitor Maintenance to the Office of the Governor.

ADOPTED THIS THE 21ST DAY of JANUARY 2020

Ruben Becerra
Hays County Judge

Grant Number: 3529703

Elaine H. Cardenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the execution of Resolution and grant application submittal to the Office of the Governor, Homeland Security Grants Division for the Hays County HazMat Team Capability Improvements project in the amount of \$82,840.40.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY	BECERRA	N/A

SUMMARY

This grant application is to provide funding for Hays County HazMat Team to purchase radiation detectors and chemical identifier equipment to be utilized when detecting and identifying hazardous agents.

The grant application is due January 21, 2020 through the eGrants portal for review by CAPCOG and no matching funds are required. If approved through CAPCOG the grant will be submitted to the Office of the Governor Homeland Security Division on February 27, 2020 through the eGrants portal.

Grant Period: September 1, 2020 - August 31, 2021.

Grant number 3969201.



San Marcos, Texas

Resolution

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners Court finds it in the best interest of the citizens of Hays County, that the Hays County HazMat Team Capability Improvements project be operated in the 2021 year; and

WHEREAS, The Hays County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grant Program- State Homeland Security Program grant application; and

WHEREAS, The Hays County Commissioners Court agrees in the event of loss or misuse of the Office of the Governor funds, the Hays County Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The Hays County Commissioners Court designates the Hays County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County HazMat Team Capability Improvements to the Office of the Governor.

ADOPTED THIS THE 21st DAY of JANUARY 2020

Ruben Becerra
Hays County Judge

Grant Number: 3969201

ATTEST:

Elaine H. Cardenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the District Attorney's Office to purchase office furniture for \$5,398 two (2) new employees approved during the FY20 budget process utilizing the DA Discretionary Funds and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	\$5,398

LINE ITEM NUMBER

080-607-00.5711_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

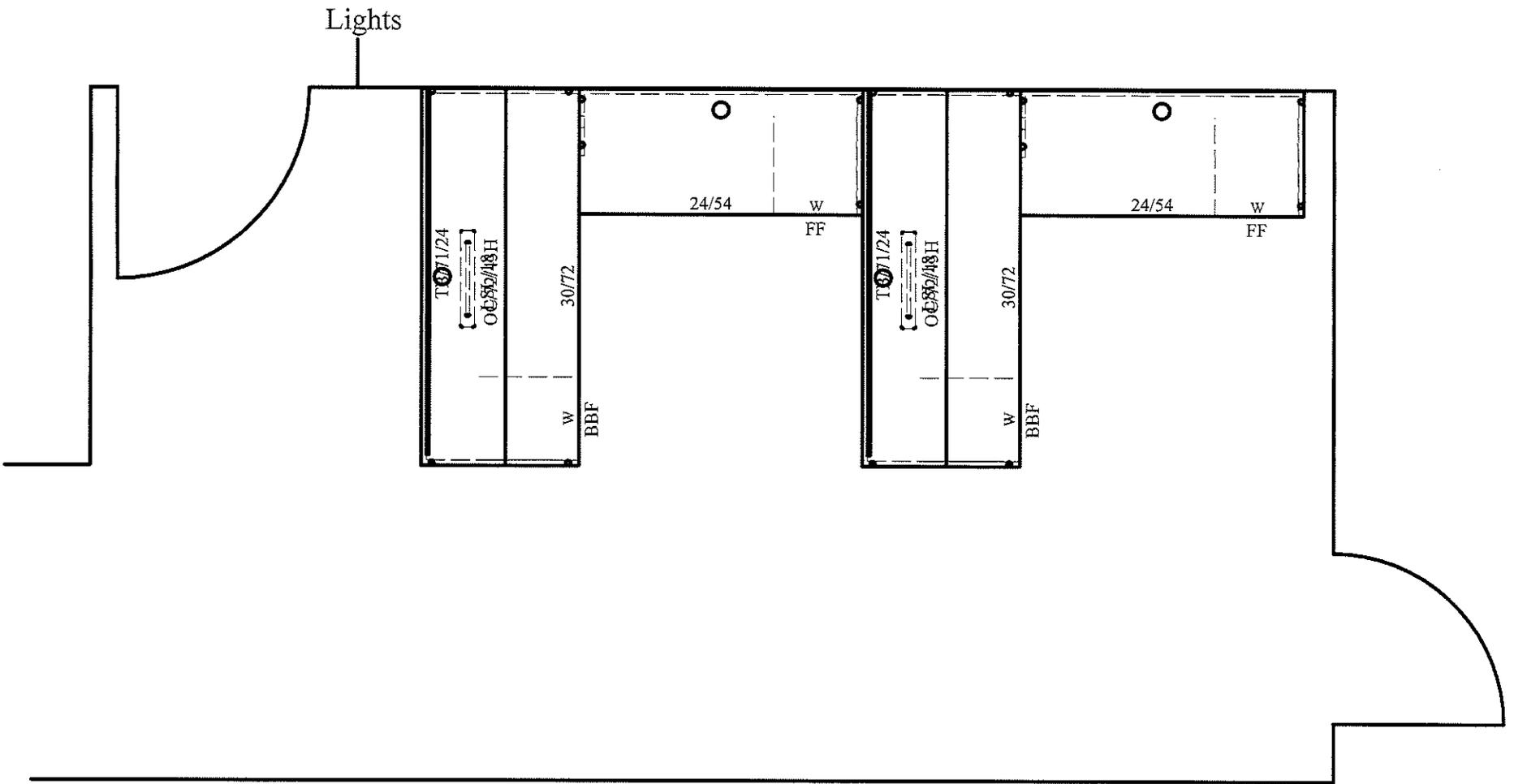
REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

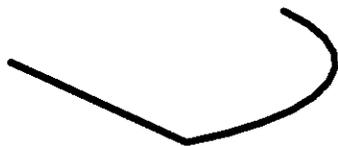
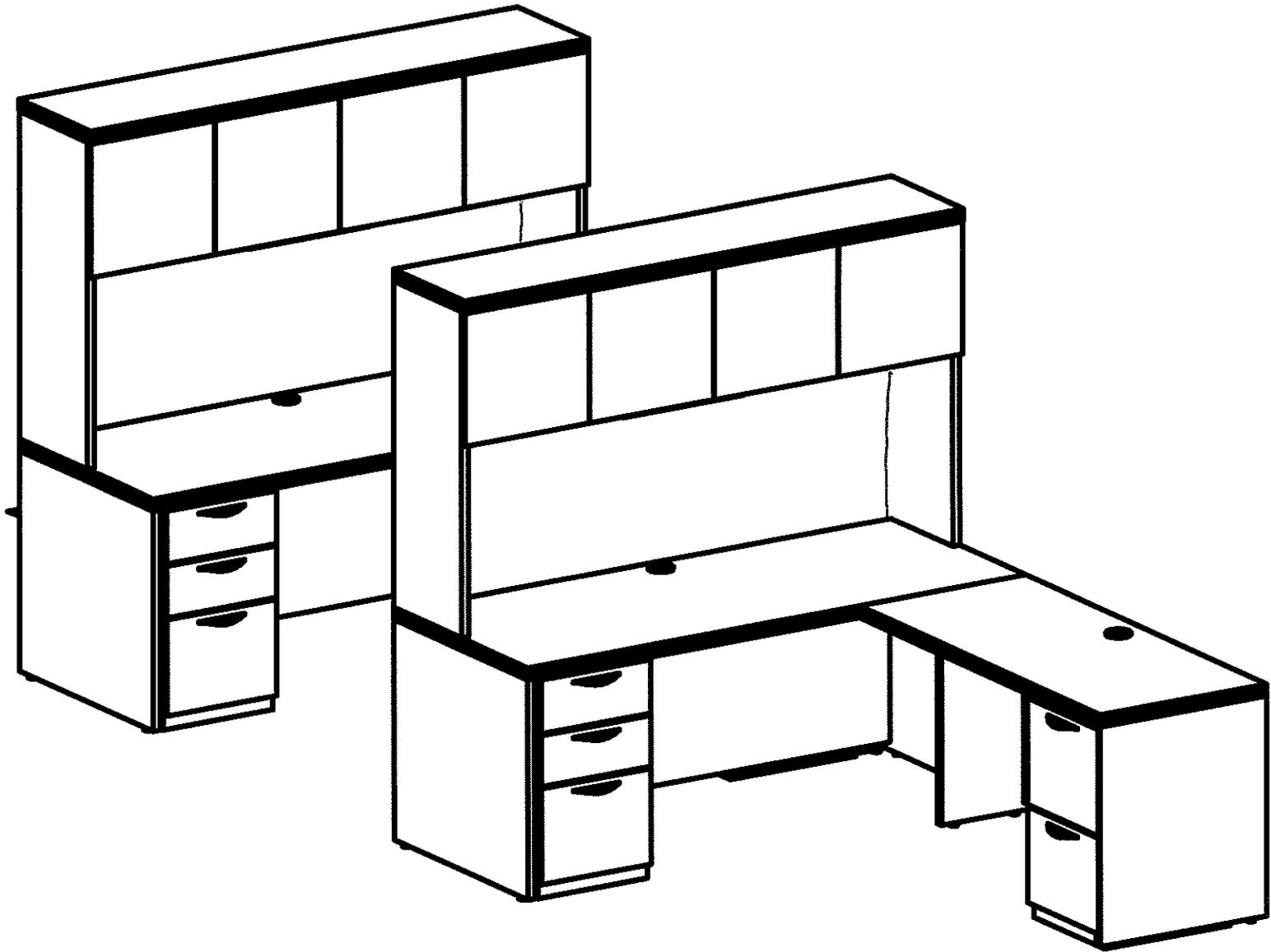
SUMMARY

Office furniture is needed for two new positions approved in the FY 20 Budget. The DA will utilize the DA Hot Check Fee Fund for this purchase. No additional funds required.

Attachment: McCoy Rockford Quote
TxMAS Contract #19-7111

Budget Amendment:
Increase .5711_400 Office Equipment Ops
Decrease .5391 Miscellaneous





McCROCKFORD

COMMERCIAL INTERIORS

211 East Riverside Drive
 Austin, Texas 78704
 512.442.0703
 mcco-y-rockford.com

Quotation 202007
Quote Date 01/10/20
Project JOHN
Customer COH001
Terms NET 30 DAYS
Account Representative JOHN
 RADEMACHER

Quote To

ACCOUNTS PAYABLE
 COUNTY OF HAYS
 712 S STAGECOACH TRAIL
 SUITE #1071
 San Marcos TX 78666

Ship To

ACCOUNTS PAYABLE
 COUNTY OF HAYS
 TBD
 Room 2035
 San Marcos TX 78666

Phone +1 (512) 393-2259

Phone +1 (512) 393-2259

TXMAS-19-7111

THIS ORDER MUST BE PLACED ON THE TEXAS SMART BUY SYSTEM.
 IF POSSIBLE, PLEASE ATTACH YOUR PO AND THE ROCKFORD QUOTE.

Description	Quantity	Unit Price	Extended Price
1 LSL18 - Light-Shelf, LED, 18 1/2W  BASIC: 6000 BLACK MNTG OPT: *OPT:MOUNTING OPTIONS FASTENER: FASTENER KIT FOR WOOD/ALUMINUM STEELCASE	2	153.01 344.00 55.52%	306.02
2 TS5AEFSBBF - Executive Payback; Pedestal, 2 box, 1 file, Pull, 18 3/4D x 15 1/2W x 27 3/4H  BASIC: 26L1 NATURAL CHERRY (VERSION 2) LPL LOCK: 9250 EMBER CHROME STEELCASE	2	351.03 859.00 59.14%	702.06
3 TS5AEFSFF - Executive Payback; Pedestal, 2 files, Pull, 18 3/4D x 15 1/2W x 27 3/4H  BASIC: 26L1 NATURAL CHERRY (VERSION 2) LPL LOCK: 9250 EMBER CHROME STEELCASE	2	351.03 859.00 59.14%	702.06
4 TS5AEOH7243 - Executive Payback; Cabinet-Overhead storage, 4 doors, 72W x 43H  BASIC: 26L1 NATURAL CHERRY (VERSION 2) LPL	2	602.74 1,474.00 59.11%	1,205.48

Accepted by _____ Title _____ Date _____

McCOROCKFORD

COMMERCIAL INTERIORS

211 East Riverside Drive
Austin, Texas 78704
512.442.0703
mccoy-rockford.com

Quotation 202007

Page 2 / 3 (cont'd)

Description	Quantity	Unit Price	Extended Price
4 TOP-SURF: 26L1 NATURAL CHERRY (VERSION 2) LPL STEELCASE			
5  TS5AERS2454 - Executive Payback; Shell-Desk, Rectangular, 24D x 54W BASIC: 26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF: 26L1 NATURAL CHERRY (VERSION 2) LPL END PNLS: *OPT:END PANELS FUL/CAEP: 1 FULL END PNL/1 C.A.E.P. BP OPTS: *OPT:BACK PANEL HEIGHT OPTIONS 1/2BKPNL: 1/2 HEIGHT BACK PANEL STEELCASE	2	280.03 685.00 59.12%	560.06
6  TS5AERS3072 - Executive Payback; Shell-Desk, Rectangular, 30D x 72W BASIC: 26L1 NATURAL CHERRY (VERSION 2) LPL TOP-SURF: 26L1 NATURAL CHERRY (VERSION 2) LPL STEELCASE	2	330.29 808.00 59.12%	660.58
7  TS5ATB7223 - Tackboard-Straight, 68 11/16W x 23 3/4H TKBD: P430 WHEAT FAB DIR: *OPT:FABRIC DIRECTION HORZ: HORIZONTAL APPLICATION ONLY STEELCASE	2	187.88 460.00 59.16%	375.76
9 INSTALLATION - Labor to receive, inspect and install MCCOY	1	885.00 0.00 0.00%	885.00
Quotation Totals			
Sub Total			5,397.02
STATE OF TEXAS - TAX EXEMPT			0.00
Grand Total			5,397.02

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

End of Quotation

Accepted by _____ Title _____ Date _____

LI

LED Shelf Lights

SIN 711.1

Tip: Maximum number of lights that can be daisy chained is three lights.

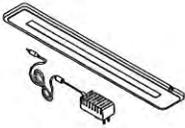
Standard Includes	Required to Specify
<ul style="list-style-type: none"> Aluminum extrusion with plastic cover Power supply with cord Soft touch switch Thin profile accommodates recessed and low profile flush mounting Ultra energy efficient LED light source Universal magnetic mounting Polycarbonate matte film diffuser Continuous dimming 	<ol style="list-style-type: none"> Style number Plastic color number for cover: <ul style="list-style-type: none"> 6000 Black 6009 Arctic White Options, if selected (see below)

Options	Price	Required to Specify
Mounting <ul style="list-style-type: none"> Fastener kit for use with wood shelf 	+\$8	Specify with fastener kit.

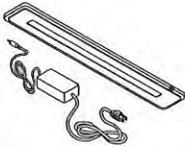
Specification Information

Dimensions			Lamp	Style	Base
D	W	H	Wattage	Number	Price

LED Standard Light					
2½"	18"	½"	9.6 watts	LSL18	\$336

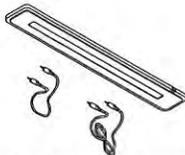


LED Daisy Chain Starter Light					
2½"	18"	½"	9.6 watts	LSL18YA	\$360



Tip: Daisy chain starter light comes with a 60 watt power supply that will support up to three lights in series (11' cord; 6' from power supply to power outlet, 5' from power supply to fixture). Does not include daisy chain jumper cords.

LED Daisy Chain Secondary Light					
2½"	18"	½"	9.6 watts	LSL18YB	\$330



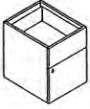
Tip: Daisy chain secondary light does not come with a power supply. Daisy chain cord package (9" and 36") comes standard with each secondary light.

L2, L3

Pedestals

Field-Installed Under-Worksurface

SIN 711.2



Tip: Under-worksurface pedestals are not visually compatible with assembled desk pedestals.

Tip: Field-installed, key-specific lock cylinders must be ordered separately.
 ▶ Page 643

Tip: Integral pulls are blocked when two pedestals are field-installed side by side underneath a worksurface. Handle or ledge pulls must be specified.

Standard Includes		Required to Specify
<p>▶ Need help? See <i>Wood Caseloads and Tables Specification Guide</i> for product details.</p>	<ul style="list-style-type: none"> • Pedestal: laminate • Integral pull on Classic Payback drawers: 6000 Black plastic • Waterfall pull on Executive Payback drawers: 7207 Black • Drawer interiors: black laminate only • Full-extension, heavy-duty ball-bearing drawer suspensions • One pencil tray in box drawer: black plastic only • Lock on drawer, keyed randomly, FR series • File drawers to accommodate front-to-back filing of letter-size hanging file folders or side-to-side filing of legal-size hanging file folders • Attachment hardware • Adjustable leveling glides on box-box file and file-file pedestal • Shipped fully assembled 	<ol style="list-style-type: none"> 1 Style number 2 Vertical laminate color number for pedestal 3 Finish color number for lock 4 Options, if selected (see below) <p>▶ See <i>Surface Materials</i>, page 368.</p>

Options	Price	Required to Specify
Pulls		
• Integral pulls on Classic Payback only: 6699 Platinum	No cost	Specify with 6699 Platinum integral pulls.
• Waterfall pulls on Executive Payback only: 4799 Platinum	+\$ 6	Specify with 4799 Platinum waterfall pulls.
• Payback handle pulls: 0835 Black	No cost	Specify with 0835 Black Payback handle pulls.
• Payback handle pulls: 4799 Platinum	+\$ 6	Specify with 4799 Platinum Payback handle pulls.
• Ledge pulls: 7207 Black	+\$28	Specify with 7207 Black ledge pulls.
• Ledge pulls: 4799 Platinum	+\$34	Specify with 4799 Platinum ledge pulls.
Lock		
• Polished chrome	No cost	Specify with 9201 Polished Chrome lock.
• Ember chrome	No cost	Specify with 9250 Ember Chrome lock.

Specification Information

Dimensions			Style	Base
D	W	H	Number	Price

Dimensions			Style	Base
D	W	H	Number	Price

Classic Payback

Executive Payback

With Two Box Drawers

With Two Box Drawers

18 ³ / ₄ "	15 ¹ / ₂ "	12 ¹⁵ / ₁₆ "	TS5AFSBB	\$420
----------------------------------	----------------------------------	------------------------------------	-----------------	-------

18 ³ / ₄ "	15 ¹ / ₂ "	12 ¹⁵ / ₁₆ "	TS5AEFSBB	\$420
----------------------------------	----------------------------------	------------------------------------	------------------	-------



Classic Payback



Executive Payback



Classic Payback



Executive Payback

With One File Drawer

With One File Drawer

18 ³ / ₄ "	15 ¹ / ₂ "	12 ¹⁵ / ₁₆ "	TS5AFSF	\$420
----------------------------------	----------------------------------	------------------------------------	----------------	-------

18 ³ / ₄ "	15 ¹ / ₂ "	12 ¹⁵ / ₁₆ "	TS5AEFSF	\$420
----------------------------------	----------------------------------	------------------------------------	-----------------	-------

With One Box and One File Drawer

With One Box and One File Drawer

18 ³ / ₄ "	15 ¹ / ₂ "	18 ³ / ₄ "	TS5AFSBF	\$576
----------------------------------	----------------------------------	----------------------------------	-----------------	-------

18 ³ / ₄ "	15 ¹ / ₂ "	18 ³ / ₄ "	TS5AEFSBF	\$576
----------------------------------	----------------------------------	----------------------------------	------------------	-------



Classic Payback



Executive Payback

With Two Box and One File Drawer

With Two Box and One File Drawer

18 ³ / ₄ "	15 ¹ / ₂ "	27 ⁹ / ₁₆ "	TS5AFSBBF	\$859
----------------------------------	----------------------------------	-----------------------------------	------------------	-------

18 ³ / ₄ "	15 ¹ / ₂ "	27 ⁹ / ₁₆ "	TS5AEFSBBF	\$859
----------------------------------	----------------------------------	-----------------------------------	-------------------	-------



Classic Payback



Executive Payback

With Two File Drawers

With Two File Drawers

18 ³ / ₄ "	15 ¹ / ₂ "	27 ⁹ / ₁₆ "	TS5AFSFF	\$859
----------------------------------	----------------------------------	-----------------------------------	-----------------	-------

18 ³ / ₄ "	15 ¹ / ₂ "	27 ⁹ / ₁₆ "	TS5AEFSFF	\$859
----------------------------------	----------------------------------	-----------------------------------	------------------	-------



Classic Payback



Executive Payback

With Slot and One Box and One File Drawer

With Slot and One Box and One File Drawer

18 ³ / ₄ "	15 ¹ / ₂ "	27 ⁹ / ₁₆ "	TS5AFSOBF	\$859
----------------------------------	----------------------------------	-----------------------------------	------------------	-------

18 ³ / ₄ "	15 ¹ / ₂ "	27 ⁹ / ₁₆ "	TS5AEFOBF	\$859
----------------------------------	----------------------------------	-----------------------------------	------------------	-------



Classic Payback



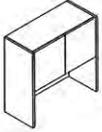
Executive Payback

Classic and Executive Payback

Overhead Storage Cabinets

With Doors

SIN 711.2



Tip: Open overhead storage cabinets cannot be converted to closed overhead cabinets by adding doors and hinges.

Tip: Plywood striping does not match laminate finishes. Plywood striping is offered in three finishes that complement some of the laminates.

Tip: Field-installed, key-specific lock cylinders must be ordered separately.
▶ Page 643

Tip: Specify a wire manager (TS5AWM) to route cords from a shelf light.

Standard Includes		Required to Specify
▶ Need help? See <i>Wood Caseloads and Tables Specification Guide</i> for product details.	<ul style="list-style-type: none"> • Cabinet with finished back: top laminate and vertical surfaces laminate • 1"-thick top edges with square edge profile on Classic Payback; high-impact plastic to match top • 1½"-thick top edges with ribbed edge profile on Executive Payback; high-impact plastic to match top • Hinged doors • One bottom fixed shelf • Attachment hardware • Cable access space at bottom of back panel • Shipped fully assembled 	<ol style="list-style-type: none"> 1 Style number 2 Laminate color number for top 3 Vertical laminate color number for cabinet 4 Options, if selected (see below) <p>▶ See <i>Surface Materials</i>, page 368.</p>

Options	Price	Required to Specify
Top Edge Band Detail		
• Light plywood striping detail, square edge profile	No cost	Specify with <i>light plywood striping</i> .
• Medium plywood striping detail, square edge profile	No cost	Specify with <i>medium plywood striping</i> .
• Dark plywood striping detail, square edge profile	No cost	Specify with <i>dark plywood striping</i> .
• Flat square edge profile on Executive Payback only	No cost	Specify with <i>flat square edge profile</i> .
Door Option		
• Laminate locking door, FR series: 9201 Polished Chrome or 9250 Ember Chrome	+\$156	Specify with <i>9201 Polished Chrome lock</i> or <i>9250 Ember Chrome lock</i> .
• Non-locking frosted acrylic door	+\$131 per door	Specify with <i>frosted acrylic door</i> .

Related Products	<ul style="list-style-type: none"> • Tackboards • Wire manager 	<ul style="list-style-type: none"> ▶ Page 338 ▶ Page 366
-------------------------	--	--

L4

Specification Information

Dimensions			Style	Base
D	W	H	Number	Price

Classic Payback

With Two Doors

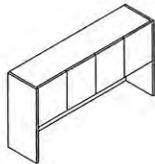
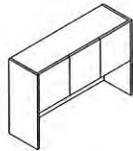
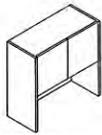
15 ³ / ₄ "	29 ¹ / ₂ "	35 ⁷ / ₁₆ "	TS5ASMD30	\$ 660
15 ³ / ₄ "	35 ⁷ / ₁₆ "	35 ⁷ / ₁₆ "	TS5ASMD36	\$ 713
15 ³ / ₄ "	41 ⁵ / ₁₆ "	35 ⁷ / ₁₆ "	TS5ASMD42	\$ 767
15 ³ / ₄ "	29 ¹ / ₂ "	41 ¹⁵ / ₁₆ "	TS5ASMD3043	\$ 794
15 ³ / ₄ "	35 ⁷ / ₈ "	41 ¹⁵ / ₁₆ "	TS5ASMD3643	\$ 850
15 ³ / ₄ "	41 ⁵ / ₁₆ "	41 ¹⁵ / ₁₆ "	TS5ASMD4243	\$ 902

With Three Doors

15 ³ / ₄ "	47 ¹ / ₄ "	35 ⁷ / ₁₆ "	TS5ASMD48	\$ 822
15 ³ / ₄ "	47 ¹ / ₄ "	41 ¹⁵ / ₁₆ "	TS5ASMD4843	\$ 956

With Four Doors

15 ³ / ₄ "	53 ¹ / ₈ "	35 ⁷ / ₁₆ "	TS5ASMD54	\$ 875
15 ³ / ₄ "	59 ¹ / ₁₆ "	35 ⁷ / ₁₆ "	TS5ASMD60	\$ 964
15 ³ / ₄ "	64 ¹⁵ / ₁₆ "	35 ⁷ / ₁₆ "	TS5ASMD66	\$1017
15 ³ / ₄ "	70 ⁷ / ₈ "	35 ⁷ / ₁₆ "	TS5ASMD72	\$1222
15 ³ / ₄ "	76 ³ / ₄ "	35 ⁷ / ₁₆ "	TS5ASMD78	\$1426
15 ³ / ₄ "	53 ¹ / ₈ "	41 ¹⁵ / ₁₆ "	TS5ASMD5443	\$1011
15 ³ / ₄ "	59 ¹ / ₁₆ "	41 ¹⁵ / ₁₆ "	TS5ASMD6043	\$1100
15 ³ / ₄ "	64 ¹⁵ / ₁₆ "	41 ¹⁵ / ₁₆ "	TS5ASMD6643	\$1154
15 ³ / ₄ "	70 ⁷ / ₈ "	41 ¹⁵ / ₁₆ "	TS5ASMD7243	\$1360
15 ³ / ₄ "	76 ³ / ₄ "	41 ¹⁵ / ₁₆ "	TS5ASMD7843	\$1562



Dimensions			Style	Base
D	W	H	Number	Price

Executive Payback

With Two Doors

15 ³ / ₄ "	29 ¹ / ₂ "	35 ⁷ / ₁₆ "	TS5AEOH30	\$ 734
15 ³ / ₄ "	35 ⁷ / ₁₆ "	35 ⁷ / ₁₆ "	TS5AEOH36	\$ 788
15 ³ / ₄ "	41 ⁵ / ₁₆ "	35 ⁷ / ₁₆ "	TS5AEOH42	\$ 843
15 ³ / ₄ "	29 ¹ / ₂ "	41 ¹⁵ / ₁₆ "	TS5AEOH3043	\$ 869
15 ³ / ₄ "	35 ⁷ / ₁₆ "	41 ¹⁵ / ₁₆ "	TS5AEOH3643	\$ 925
15 ³ / ₄ "	41 ⁵ / ₁₆ "	41 ¹⁵ / ₁₆ "	TS5AEOH4243	\$ 977

With Three Doors

15 ³ / ₄ "	47 ¹ / ₄ "	35 ⁷ / ₁₆ "	TS5AEOH48	\$ 896
15 ³ / ₄ "	47 ¹ / ₄ "	41 ¹⁵ / ₁₆ "	TS5AEOH4843	\$1032

With Four Doors

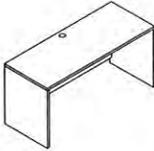
15 ³ / ₄ "	53 ¹ / ₈ "	35 ⁷ / ₁₆ "	TS5AEOH54	\$ 977
15 ³ / ₄ "	59 ¹ / ₁₆ "	35 ⁷ / ₁₆ "	TS5AEOH60	\$1066
15 ³ / ₄ "	64 ⁵ / ₁₆ "	35 ⁷ / ₁₆ "	TS5AEOH66	\$1120
15 ³ / ₄ "	70 ⁷ / ₈ "	35 ⁷ / ₁₆ "	TS5AEOH72	\$1339
15 ³ / ₄ "	76 ³ / ₄ "	35 ⁷ / ₁₆ "	TS5AEOH78	\$1541
15 ³ / ₄ "	53 ¹ / ₈ "	41 ¹⁵ / ₁₆ "	TS5AEOH5443	\$1112
15 ³ / ₄ "	59 ¹ / ₁₆ "	41 ¹⁵ / ₁₆ "	TS5AEOH6043	\$1202
15 ³ / ₄ "	64 ¹⁵ / ₁₆ "	41 ¹⁵ / ₁₆ "	TS5AEOH6643	\$1257
15 ³ / ₄ "	70 ⁷ / ₈ "	41 ¹⁵ / ₁₆ "	TS5AEOH7243	\$1474
15 ³ / ₄ "	76 ³ / ₄ "	41 ¹⁵ / ₁₆ "	TS5AEOH7843	\$1697

Classic and
Executive Payback

L5, L6

Rectangular Desk Shells

SIN 711.2



Tip: End panels are non-handed and can be switched on site.

Tip: Grain direction of back panel runs horizontally. Grain direction of end panels runs vertically.

Tip: Levelling glides are adjustable up to 3/4"H.

Tip: Plywood striping does not match laminate finishes. Plywood striping is offered in three finishes that complement some of the laminates.

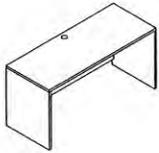
Tip: Full end panels are required for any stand-alone desk shell. When one or more clear-access end panels are used, the desk shell must be attached to an adjoining worksurface(s).

Tip: When specifying a flip-up power unit, grommet will be omitted.

Standard Includes	Required to Specify
-------------------	---------------------

- | Standard Includes | Required to Specify |
|--|--|
| <p>▶ Need help? See <i>Wood Caseloads and Tables Specification Guide</i> for product details.</p> <ul style="list-style-type: none"> • Desk with full-height back panel: worksurface laminate and vertical surfaces laminate • 1"-thick worksurface edges with square edge profile on Classic Payback: high-impact plastic to match worksurface • 1 1/2"-thick worksurface edges with ribbed edge profile on Executive Payback: high-impact plastic to match worksurface • Two full end panels • Clear-access panel on desk shells 76 3/4"W and wider • One grommet centered in the back: black plastic only • Adjustable levelling glides • Includes two attachment brackets when specified with at least one clear-access end panel • Shipped ready to assemble | <ul style="list-style-type: none"> 1 Style number 2 Laminate color number for worksurface 3 Vertical laminate color number for shell 4 Options, if selected (see below) <p>▶ See <i>Surface Materials</i>, page 368.</p> |

Options	Price	Required to Specify
<p>Worksurface Edge Band Detail</p> <ul style="list-style-type: none"> • Light plywood striping detail, square edge profile • Medium plywood striping detail, square edge profile • Dark plywood striping detail, square edge profile • Flat square edge profile on Executive Payback only 	<p>No cost</p> <p>No cost</p> <p>No cost</p> <p>No cost</p>	<p>Specify with <i>light plywood striping</i>.</p> <p>Specify with <i>medium plywood striping</i>.</p> <p>Specify with <i>dark plywood striping</i>.</p> <p>Specify with <i>flat square edge profile</i>.</p>
<p>Back Panel</p> <ul style="list-style-type: none"> • 1/2-height back panel (14"H) • 3/4-height back panel (20"H) 	<p>No cost</p> <p>No cost</p>	<p>Specify with <i>1/2-height back panel</i>.</p> <p>Specify with <i>3/4-height back panel</i>.</p>
<p>End Panels</p> <ul style="list-style-type: none"> • One full end panel and one clear-access end panel • Two clear-access end panels 	<p>No cost</p> <p>No cost</p>	<p>Specify with <i>one full end panel and one clear-access end panel</i>.</p> <p>Specify with <i>two clear-access end panels</i>.</p>
<p>Cable Management</p> <ul style="list-style-type: none"> • Omit grommet • Flip-up power unit 	<p>No cost</p> <p>+\$318</p>	<p>Specify with <i>no grommet</i>.</p> <p>Left: Specify with <i>VPFL</i> and color number.</p> <p>Center: Specify with <i>VPFC</i> and color number.</p> <p>Right: Specify with <i>VPFR</i> and color number.</p>
<p>Back Panel Pass Through</p> <ul style="list-style-type: none"> • Back panel pass through grommet 	<p>+\$ 37</p>	<p>Specify with <i>back panel pass through grommet</i>.</p>
<p>Related Products</p> <ul style="list-style-type: none"> • Center drawer 		<p>▶ Page 365</p>



Tip: 76¾"W and wider desk shells are standard with a clear-access panel for support, to be positioned below grommet in worksurface. Clear-access panel has cutout for cable management.

Tip: 35⅞"D rectangular desk shells do not have an overhang.

Specification Information

Dimensions			Style	Price
D	W	H	Number	

Classic Payback

19 ¹ / ₁₆ "	29 ¹ / ₂ "	29"	TS5ARS2030	\$ 401
19 ¹ / ₁₆ "	35 ⁷ / ₁₆ "	29"	TS5ARS2036	\$ 427
19 ¹ / ₁₆ "	41 ⁵ / ₁₆ "	29"	TS5ARS2042	\$ 454
19 ¹ / ₁₆ "	47 ¹ / ₄ "	29"	TS5ARS2048	\$ 480
19 ¹ / ₁₆ "	53 ¹ / ₈ "	29"	TS5ARS2054	\$ 509
19 ¹ / ₁₆ "	59 ¹ / ₁₆ "	29"	TS5ARS2060	\$ 535
19 ¹ / ₁₆ "	64 ¹⁵ / ₁₆ "	29"	TS5ARS2066	\$ 563
19 ¹ / ₁₆ "	70 ⁷ / ₈ "	29"	TS5ARS2072	\$ 588
19 ¹ / ₁₆ "	76 ³ / ₄ "	29"	TS5ARS2078	\$ 631
19 ¹ / ₁₆ "	82 ³ / ₄ "	29"	TS5ARS2084	\$ 766
19 ¹ / ₁₆ "	94 ¹ / ₂ "	29"	TS5ARS2096	\$ 901
23 ⁵ / ₈ "	29 ¹ / ₂ "	29"	TS5ARS2430	\$ 433
23 ⁵ / ₈ "	35 ⁷ / ₁₆ "	29"	TS5ARS2436	\$ 460
23 ⁵ / ₈ "	41 ⁵ / ₁₆ "	29"	TS5ARS2442	\$ 488
23 ⁵ / ₈ "	47 ¹ / ₄ "	29"	TS5ARS2448	\$ 515
23 ⁵ / ₈ "	53 ¹ / ₈ "	29"	TS5ARS2454	\$ 541
23 ⁵ / ₈ "	59 ¹ / ₁₆ "	29"	TS5ARS2460	\$ 569
23 ⁵ / ₈ "	64 ¹⁵ / ₁₆ "	29"	TS5ARS2466	\$ 596
23 ⁵ / ₈ "	70 ⁷ / ₈ "	29"	TS5ARS2472	\$ 624
23 ⁵ / ₈ "	76 ³ / ₄ "	29"	TS5ARS2478	\$ 697
23 ⁵ / ₈ "	82 ³ / ₄ "	29"	TS5ARS2484	\$ 834
23 ⁵ / ₈ "	94 ¹ / ₂ "	29"	TS5ARS2496	\$ 970
29 ¹ / ₂ "	29 ¹ / ₂ "	29"	TS5ARS3030	\$ 475
29 ¹ / ₂ "	35 ⁷ / ₁₆ "	29"	TS5ARS3036	\$ 501
29 ¹ / ₂ "	41 ⁵ / ₁₆ "	29"	TS5ARS3042	\$ 529
29 ¹ / ₂ "	47 ¹ / ₄ "	29"	TS5ARS3048	\$ 556
29 ¹ / ₂ "	53 ¹ / ₈ "	29"	TS5ARS3054	\$ 582
29 ¹ / ₂ "	59 ¹ / ₁₆ "	29"	TS5ARS3060	\$ 611
29 ¹ / ₂ "	64 ¹⁵ / ₁₆ "	29"	TS5ARS3066	\$ 637
29 ¹ / ₂ "	70 ⁷ / ₈ "	29"	TS5ARS3072	\$ 664
29 ¹ / ₂ "	76 ³ / ₄ "	29"	TS5ARS3078	\$ 779
29 ¹ / ₂ "	82 ³ / ₄ "	29"	TS5ARS3084	\$ 916
29 ¹ / ₂ "	94 ¹ / ₂ "	29"	TS5ARS3096	\$1052
35 ⁷ / ₁₆ "	70 ⁷ / ₈ "	29"	TS5ARS3672	\$ 829

Dimensions			Style	Price
D	W	H	Number	

Executive Payback

19 ¹ / ₁₆ "	29 ¹ / ₂ "	29 ¹ / ₂ "	TS5AERS2030	\$ 541
19 ¹ / ₁₆ "	35 ⁷ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2036	\$ 569
19 ¹ / ₁₆ "	41 ⁵ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2042	\$ 596
19 ¹ / ₁₆ "	47 ¹ / ₄ "	29 ¹ / ₂ "	TS5AERS2048	\$ 624
19 ¹ / ₁₆ "	53 ¹ / ₈ "	29 ¹ / ₂ "	TS5AERS2054	\$ 650
19 ¹ / ₁₆ "	59 ¹ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2060	\$ 678
19 ¹ / ₁₆ "	64 ¹⁵ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2066	\$ 706
19 ¹ / ₁₆ "	70 ⁷ / ₈ "	29 ¹ / ₂ "	TS5AERS2072	\$ 732
19 ¹ / ₁₆ "	76 ³ / ₄ "	29 ¹ / ₂ "	TS5AERS2078	\$ 841
19 ¹ / ₁₆ "	82 ³ / ₄ "	29 ¹ / ₂ "	TS5AERS2084	\$ 907
19 ¹ / ₁₆ "	94 ¹ / ₂ "	29 ¹ / ₂ "	TS5AERS2096	\$1044
23 ⁵ / ₈ "	29 ¹ / ₂ "	29 ¹ / ₂ "	TS5AERS2430	\$ 576
23 ⁵ / ₈ "	35 ⁷ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2436	\$ 604
23 ⁵ / ₈ "	41 ⁵ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2442	\$ 631
23 ⁵ / ₈ "	47 ¹ / ₄ "	29 ¹ / ₂ "	TS5AERS2448	\$ 656
23 ⁵ / ₈ "	53 ¹ / ₈ "	29 ¹ / ₂ "	TS5AERS2454	\$ 685
23 ⁵ / ₈ "	59 ¹ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2460	\$ 711
23 ⁵ / ₈ "	64 ¹⁵ / ₁₆ "	29 ¹ / ₂ "	TS5AERS2466	\$ 739
23 ⁵ / ₈ "	70 ⁷ / ₈ "	29 ¹ / ₂ "	TS5AERS2472	\$ 766
23 ⁵ / ₈ "	76 ³ / ₄ "	29 ¹ / ₂ "	TS5AERS2478	\$ 907
23 ⁵ / ₈ "	82 ³ / ₄ "	29 ¹ / ₂ "	TS5AERS2484	\$ 976
23 ⁵ / ₈ "	94 ¹ / ₂ "	29 ¹ / ₂ "	TS5AERS2496	\$1111
29 ¹ / ₂ "	29 ¹ / ₂ "	29 ¹ / ₂ "	TS5AERS3030	\$ 618
29 ¹ / ₂ "	35 ⁷ / ₁₆ "	29 ¹ / ₂ "	TS5AERS3036	\$ 644
29 ¹ / ₂ "	41 ⁵ / ₁₆ "	29 ¹ / ₂ "	TS5AERS3042	\$ 672
29 ¹ / ₂ "	47 ¹ / ₄ "	29 ¹ / ₂ "	TS5AERS3048	\$ 697
29 ¹ / ₂ "	53 ¹ / ₈ "	29 ¹ / ₂ "	TS5AERS3054	\$ 726
29 ¹ / ₂ "	59 ¹ / ₁₆ "	29 ¹ / ₂ "	TS5AERS3060	\$ 752
29 ¹ / ₂ "	64 ¹⁵ / ₁₆ "	29 ¹ / ₂ "	TS5AERS3066	\$ 779
29 ¹ / ₂ "	70 ⁷ / ₈ "	29 ¹ / ₂ "	TS5AERS3072	\$ 808
29 ¹ / ₂ "	76 ³ / ₄ "	29 ¹ / ₂ "	TS5AERS3078	\$ 989
29 ¹ / ₂ "	82 ³ / ₄ "	29 ¹ / ₂ "	TS5AERS3084	\$1057
29 ¹ / ₂ "	94 ¹ / ₂ "	29 ¹ / ₂ "	TS5AERS3096	\$1193
35 ⁷ / ₁₆ "	70 ⁷ / ₈ "	29 ¹ / ₂ "	TS5AERS3672	\$ 970

Classic and Executive Payback

L7

Straight Tackboards

Field-Installed

SIN 711.2



Tip: Shelf light cords cannot be routed behind tackboards. Specify wire manager (TS5AWM) for routing cords.

Standard Includes	Required to Specify
-------------------	---------------------

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> ▶ Need help? See <i>Wood Caseloads and Tables Specification Guide</i> for product details. | <ul style="list-style-type: none"> • Tackboard: fabric • Attachment package | <ul style="list-style-type: none"> 1 Style number 2 Fabric color number for tackboard 3 Options, if selected (see below) ▶ See <i>Surface Materials</i>, page 368. |
|--|---|--|

Options	Price	Required to Specify
---------	-------	---------------------

Surface Materials	<ul style="list-style-type: none"> • Kick standard fabric price group A • Fabric price group 1 • Fabric price group 2 • Fabric price group 3 • Fabric price group 4 • Fabric price group COM 	<ul style="list-style-type: none"> No cost +\$ 5 +\$21 +\$32 +\$81 +\$41 	<ul style="list-style-type: none"> Specify fabric color number. Specify fabric color number. Specify fabric color number. Specify fabric color number. ▶ See <i>Understanding Customer's Own Material (COM)</i>, page 264.
--------------------------	--	--	---

Fabric direction on 27⁵/₁₆"W and 56⁷/₈"W tackboards

- | | | |
|------------------------|-------|------------------------------------|
| • Vertical application | +\$ 9 | Specify with vertical application. |
|------------------------|-------|------------------------------------|

Related Products

- Overhead storage cabinets
- ▶ Pages 332–336

Specification Information

• Dimensions			• Style	• Base	• Dimensions			• Style	• Base
• D	• W	• H	• Number	• Price	• D	• W	• H	• Number	• Price

For 36"H Overhead Storage Cabinets

9/16"	27 ⁵ / ₁₆ "	17"	TS5ATB30	\$263
9/16"	33 ¹ / ₄ "	17"	TS5ATB36	\$278
9/16"	39 ¹ / ₈ "	17"	TS5ATB42	\$291
9/16"	45 ¹ / ₁₆ "	17"	TS5ATB48	\$306
9/16"	51"	17"	TS5ATB54	\$319
9/16"	56 ⁷ / ₈ "	17"	TS5ATB60	\$344
9/16"	62 ³ / ₄ "	17"	TS5ATB66	\$373
9/16"	68 ¹¹ / ₁₆ "	17"	TS5ATB72	\$414
9/16"	74 ⁹ / ₁₆ "	17"	TS5ATB78	\$455
:	:	:	:	:

For 43"H Overhead Storage Cabinets with Organizer Slots

9/16"	27 ⁵ / ₁₆ "	19"	TS5ATB3019	\$291
9/16"	33 ¹ / ₄ "	19"	TS5ATB3619	\$306
9/16"	39 ¹ / ₈ "	19"	TS5ATB4219	\$319
9/16"	45 ¹ / ₁₆ "	19"	TS5ATB4819	\$332
9/16"	51"	19"	TS5ATB5419	\$344
9/16"	56 ⁷ / ₈ "	19"	TS5ATB6019	\$373
9/16"	62 ³ / ₄ "	19"	TS5ATB6619	\$414
9/16"	68 ¹¹ / ₁₆ "	19"	TS5ATB7219	\$455
9/16"	74 ⁹ / ₁₆ "	19"	TS5ATB7819	\$495
:	:	:	:	:

For 43"H Overhead Storage Cabinets

9/16"	27 ⁵ / ₁₆ "	23 ³ / ₄ "	TS5ATB3023	\$291
9/16"	33 ¹ / ₄ "	23 ³ / ₄ "	TS5ATB3623	\$306
9/16"	39 ¹ / ₈ "	23 ³ / ₄ "	TS5ATB4223	\$319
9/16"	45 ¹ / ₁₆ "	23 ³ / ₄ "	TS5ATB4823	\$332
9/16"	51"	23 ³ / ₄ "	TS5ATB5423	\$344
9/16"	56 ⁷ / ₈ "	23 ³ / ₄ "	TS5ATB6023	\$373
9/16"	62 ³ / ₄ "	23 ³ / ₄ "	TS5ATB6623	\$414
9/16"	68 ¹¹ / ₁₆ "	23 ³ / ₄ "	TS5ATB7223	\$455
9/16"	74 ⁹ / ₁₆ "	23 ³ / ₄ "	TS5ATB7823	\$495
:	:	:	:	:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve a revised FY 2020 vehicle schedule for the Sheriff's Office due to an increase in law enforcement equipment and installation fees.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

The Sheriff's Office is requesting to revise the approved vehicle schedule due to an increase in law enforcement equipment and installation fees. Dodge has discontinued their Law Enforcement Charger vehicle, therefore, causing the Sheriff's Office to switch to the Durango Law Enforcement vehicle. Law Enforcement Equipment and Installation fees are significantly higher than a Dodge Charger, and by changing the vehicle count by two fewer patrol units and two additional unmarked units, allows the S.O. to stay within the approved budget.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Sheriff's Office to purchase two (2) replacement Stalker Radars and one (1) new Push Bumper valued at \$6,543 utilizing identified equipment savings and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	\$6,543

LINE ITEM NUMBER

001-618-00.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

The Sheriff's Office is seeking approval to purchase replacement radars that are 14 and 11 years old; which has become cost prohibitive to continue to repair. The unit price per radar from Stalker Radar is \$2,568, a total of \$5,136.

Additionally, they would like to purchase a new push bumper to completely outfit patrol unit # 1630. The unit needs this item for installation of the emergency lights and siren. The total cost for a push bumper is \$1,407 from Dana Safety Supply.

No additional funds are needed, funds are identified in the Sheriff's Office Communication Equipment and Law Enforcement Equipment operating budget.

Budget Amendment

Decrease .5715_400 Communication Equipment Ops

Increase .5717_400 Law Enforcement Equipment Ops

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Amend various departmental operating budgets in preparation for the County's FY 2019 year-end process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	N/A

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	BECERRA	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the purchase of consumable items for Census Complete Count (CCC) Committee Meetings and Events for the period of January through June 2020 in the amount of \$1,300 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 21, 2020	\$1,300.00

LINE ITEM NUMBER

001-712-16.5391

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Collins	BECERRA	N/A

SUMMARY

The CCC committee members are volunteering their time and efforts to ensure a successful census count for Hays County. We would like to provide light snacks and soft drinks/water for these volunteers in lieu of providing a stipend for attending the meetings. Funds will be utilized during the monthly meetings as follows:

- \$150 - January 22nd - CCC Meeting
- \$300 - January 28th - Kickoff Reception (continental breakfast)
- \$150 - February CCC Meeting
- \$150 - March CCC Meeting
- \$150 - April CCC Meeting
- \$400 - June CCC - Thank you BBQ

Funds were budgeted during the FY20 budget process for expenses associated with the census and will be transferred out of the Tobacco Settlement Fund into the CWOPS Census Division budget in the General Fund in order to track all associated costs.

Budget Amendment:
Decrease Tobacco Settlement Funds (\$1300)
Increase CWOPS Census Program Misc. \$1,300

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #EACX0880000028 in the amount of \$140,012.47, and the acceptance of roads into the county road maintenance system for Stonefield subdivision, Section 11.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. It includes: Greenbriar Street (494 ft.), Andesite Trail (1,191 ft.), Calomel Trail (780 ft.), a segment of Tanzanite Circle (910 ft.), a segment of Emerald Green Trail (56 ft.), and a segment of Moon Stone Trail (1,133 ft.).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to select Doucet & Associates to perform all necessary design services and investigations related to providing addition of parking area for the Pct. 2 offices on FM 2770; and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 21, 2020	TBD

LINE ITEM NUMBER

TBD -- internal Transportation Project, non-Bond

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcharding	JONES	N/A

SUMMARY

This action will provide for development of construction plans. Doucett was the orginial civil engineer on the Pct. Office complex project.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, and the 2-year maintenance bond #PB03016800230M in the amount of \$121,243.00, for the Campo Del Sol Parkway Extension/Turnersville Rd project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

January 14, 2020

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Campo Del Sol Parkway Extension/Turnersville Rd

Dear Commissioners and Judge:

Luke Caraway, P.E. with Kimley-Horn, is requesting that Hays County accept construction of the road and drainage improvements for the Campo Del Sol Parkway Extension/Turnersville Rd project, accept the 2-year maintenance bond #PB03016800230M in the amount of \$121,243.00. A construction/performance bond was not issued for this project prior to the start of construction, so we will not be releasing any bonds. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jerry Borcharding".

Jerry Borcharding, P.E.
Director
Hays County Transportation

**ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND
ENGINEERING RELEASE**

December 10, 2019

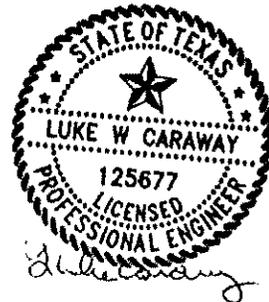
Turnersville Road
Buda, Texas (2017-318)
Travis County, TX (17-14538)

On December 9, 2019, I, Luke Caraway, the undersigned professional engineer, made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the grading and drainage facilities were constructed per the approved plans with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, storm sewers, inlets, parking areas, driveways, permanent erosion controls, and similar construction items.

Luke Caraway

By: Luke Caraway
Name of Engineer



12/10/2019

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800230M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County Texas as Obligee, in the penal sum of One Hundred Twenty One Thousand Two Hundred Forty Three and 00/100 (\$121,243.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Hays County Texas for Turnersville Rd and Campo Del Sol Streets and Drainage, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 12th day of December, 2019.

DNT Construction, LLC
Principal

By: 
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 
Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

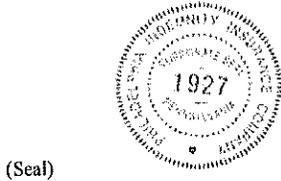
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

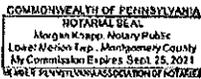
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of December, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



P.O. Box 6210
Round Rock, Texas 78683

TO: Hays County

LETTER OF TRANSMITTAL	
DATE: 12/16/2019	JOB NO.
ATTENTION: Jim Parman	
RE: Turnersville Road & Campo Del Sol	

WE ARE SENDING YOU: X ATTACHED UNDER SEPARATE COVER VIA _____
THE FOLLOWING ITEMS

ITEM	DATE	NO	
1	12/16/2019	2	Maintenance Bond

THESE ARE TRANSMITTED AS CHECKED BELOW:
 FOR APPROVAL AS REQUESTED
 FOR YOUR USE FOR REVIEW AND COMMENT

REMARKS

Hand Delivered by David

Received By: _____

SIGNED: Kristyne Watley
Kristyne Watley, Contract Administrator
Phone: 512.660.6632 / Email: kwatley@dntconstruction.com

COPY TO:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with HDR, Inc for Corridor Preservation Study services on the SH 21 Corridor Improvements Project from US 183 to the existing 5-lane section in San Marcos as part of the Hays County 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 21, 2020	\$2,000,000.00

LINE ITEM NUMBER

034-801-96-526.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	INGALSBE	JONES

SUMMARY

PSA is for preparation of Route & Design Studies, Traffic Studies, Public Involvement, Right-of-Way (ROW) Mapping, Surveying, Schematic Development, Drainage Studies, and Environmental Services. This contract effort will be billed to SH 21 Corridor Improvements and ROW Preservation (US 183 to the existing 5-lane section in San Marcos) [6-526-034].



HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: HDR Engineering, Inc. (“Engineer”)
ADDRESS: 1290 Wonder World Dr., Suite 1230, San Marco, TX 78666
PROJECT: SH 21 Corridor Preservation Study (“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 herein below, 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.

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 Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. 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 as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed 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 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 been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Million Dollars (\$2,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

Handwritten in red:
OK
m/1/14/2020

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 Prime Strategies, Inc., County's Road Bond Program Manager, 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 prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization 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 each statement, 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. 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 statement. 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. The invoice is not mailed 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 instructed, in writing by the County, 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:

Prime Strategies, Inc. ✓
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

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, 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 for purposes of this Contract is as follows:

Mark Borenstein ✓
HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas, 78681

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, 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.
- 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, reasonable 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, reasonable 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, reasonable 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.

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. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim and in the aggregate.

✓
OK
m/1/14/2022

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, 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.

C. 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 \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. 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.

E. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. 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.**

G. 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.

H. 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.

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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) 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 to:

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

With copy to: Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

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 work space 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: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver



and to: HNTB
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Richard Ridings, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: HDR Engineering, Inc.
1290 Wonder World Drive, Suite 1230
San Marcos, Texas 78666
Attn: Mark Borenstein c/o Allen Crozier

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: _____, 2020

ENGINEER

HDR Engineering, Inc.

By 

Printed Name: Mark Borenstein

Title: Vice President

Date: December 16, 2019

OK
m 1/14/2020

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Mark D. Borenstein
the Vice President of HDR Engineering, Inc., on behalf of
said firm.



Amy B Gleichowski

Notary Public in and for the
State of Texas

My commission expires: 10/06/2021

EXHIBIT B
ENGINEERING SERVICES

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL PROJECT OVERVIEW

The scope of services for this project includes the preparation of the NEPA compliant environmental document (assumed EA), public involvement, survey and aerial mapping, utility investigation, alternative analysis, preliminary hydrologic and hydraulic design, preliminary drainage structure design, FEMA coordination, UPRR coordination, FAA coordination, preparation of a design schematic, right-of-way determination, and right-of-way mapping, for the 17-mile corridor of SH 21 from SH 80 to US 183.

Alternatives to be investigated include but are not limited to a Major Arterial Divided – 6 Lanes (MAD 6) and a controlled access freeway section. The design schematic will show the selected preferred alternative. The environmental document will clear the full right-of-way width for this section.

The design schematic will be developed in accordance with the TxDOT Austin District guidelines as well as other pertinent TxDOT design manuals and guidelines.

The project will be developed in English units utilizing Microstation and OpenRoads software.

The design schematic will be submitted on 24” wide roll plots.

Interim and final deliverables will be placed on the HNTB Projectwise server for review by the GEC. At the close of the project, final CAD files will be transferred to the server as well.

The general scope of work for this contract includes the following:

PROJECT MANAGEMENT (FC 145)

1. Project Management
2. Subconsultant coordination
3. COUNTY / GEC coordination
4. TxDOT coordination
5. UPRR Coordination
6. Airway / Highway Clearance Coordination
7. Right of Entry (ROE) Letters
8. Quality Assurance / Quality Control (QA/QC)

ROUTE AND DESIGN STUDIES (FC 102)

1. Design Concept Conference
2. Data Collection
3. Conduct Alternatives Analysis
4. ROW/Base Map
5. Typical Sections
6. ROW Requirements

7. Utility Base Map
8. Environmental Constraints
9. Traffic and Operations Analysis
 - a) Traffic Data and Projections
 - b) High-Level Traffic Operational Analysis
 - c) Detailed Traffic Operations Analysis
 - d) Renderings and Traffic Simulations
10. Hydrology and Hydraulics

There are at least 36 major and minor crossings within the 17-mile SH 21 corridor. The ENGINEER shall use data from as-built plans, site visits, available GIS data, and FEMA FIS data to locate drainage outfall(s) and to determine preliminary culvert, bridge, and major storm drain sizes, design discharges, and water surface elevations for use in schematic development.

The ENGINEER shall meet with local government officials or Floodplain Administrator to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available.

The ENGINEER shall conduct a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate the roadside ditch profile/side slopes and necessary mitigation measures such as detention for upstream and downstream adverse impacts. The study will identify the water surface elevations for the 2, 5, 10, 25, 50 and 100 year storm event, identify and locate outfalls, provide overall drainage area map, sub-drainage area map, and provide a drainage study report identifying the results of the study. The ENGINEER shall evaluate the adequacy of existing drainage structures within the proposed improvement area. If existing structures are found to be inadequate, the ENGINEER shall perform a hydraulic analysis to determine a proposed replacement structure size in order to determine if the existing or proposed roadway vertical profiles will accommodate the proposed structure. The ENGINEER shall perform drainage computations necessary to size and configure off-site, on-site drainage facilities and other measures if necessary to mitigate impacts.

- a) Data Collection
 - b) Drainage Structures Identification
 - c) Hydrologic Studies.
 - d) Hydraulic Analysis
 - e) H&H Impact Analysis & Mitigation Measures.
 - f) Preliminary Drainage Report
11. Bicycle and Pedestrian Accommodations
 12. Geometric Design Schematic
 13. Cross Sections
 14. Supporting Documents
 - a) Develop Design Alternative Cost Comparison and Recommendation Memo
 - b) ROW Memo
 15. Project Deliverables
 - a) Design Summary Report and Form 1002, Page 3 for selected alternative.
 - b) Preliminary Alternatives Exhibits (Maximum of 3)
 - c) Alternative Cost Comparison and Recommendation Memo
 - d) Traffic Data Schematics

- e) Draft and final copies of the Traffic Projections Methodology memo
- f) Traffic Observation Report
- g) Traffic Origin-Destination Study Technical Memorandum
- h) Final VISSIM models of all analyzed scenarios
- i) Electronic copy of the 3D rendering and traffic simulation for the reasonable build alternatives
- j) Electronic files shall be furnished to the COUNTY on a Universal Serial Bus (USB) flash drive.
- k) Draft and final copies of the Traffic Analysis Report.
- l) Draft and Final Preliminary Drainage Technical Memorandum
- m) Roll plot of the draft ultimate design schematic for the selected alternative.
- n) Roll plot of the final ultimate design schematic for the selected alternative.

ENVIRONMENTAL STUDIES (FC 120)

1. Environmental Documentation.
2. Technical Reports and Documentation
3. Project Deliverables
 - a) Environmental Constraints
 - b) Project Purpose and Need Statement
 - c) Project Description Technical Report
 - d) Community Impacts
 - e) Historic Resource Identification, Evaluation and Documentation Services
 - f) Archeological Evaluation
 - g) Air Quality Studies
 - h) Traffic Noise Studies
 - i) Clean Water Act Section 303(d)
 - j) Waters of the United States, including Wetlands
 - k) Floodplain Impacts
 - l) Stormwater Permits (Section 402 of the Clean Water Act)
 - m) USACE Permits
 - n) USCG Section 9 Permit (33 USC 401)
 - o) Fish and Wildlife Coordination Act (FWCA)
 - p) Threatened or Endangered Species
 - a) Invasive Species
 - r) Essential Fish Habitat
 - s) Beneficial Landscaping
 - t) Prime Farmland Impacts
 - u) Initial Assessment of Hazardous Materials Impacts
 - v) Section 4(f) Evaluations.
 - w) Section 6(f) Evaluation
 - x) Reference Documents
 - y) Draft Environmental Assessment Document
 - z) Final Environmental Assessment Document
 - aa) Environmental Decision Document
4. Public Involvement
 - a) Public Outreach and Involvement Plan.

- b) Stand-alone Project Website
 - i) .
 - c) Assist the COUNTY with establishing links to the Project Website from the County Commissioner's homepage and from other locations on the COUNTY site as desired.
 - d) Social Media Outreach Campaign
 - e) Earned and Paid Media Outreach
 - f) Public Meeting, Virtual Meeting and Public Hearing
 - g) Lead communication efforts throughout the project.
 - h) Tier 1 / Tier 2 stakeholder meetings (Assume three (3) meetings with each group)
 - i) Stakeholder Contact and Communication Plan
5. Project Deliverables
- a) Draft and Final Technical Memorandums (as required)
 - b) Draft Environmental Assessment
 - c) Final Environmental Assessment
 - d) Environmental Decision
 - e) Public Outreach and Involvement Plan
 - f) Stakeholder contact and Communication Plan
 - g) Tier 1 / Tier 2 stakeholder list
 - h) Website
 - i) Facebook Page and other social media such as Nextdoor
 - j) Initial press release. Press releases for each public meeting and the public hearing.
 - k) Public meeting / hearing notices
 - l) Public meeting / hearing signage
 - m) Public meeting / hearing setup / tear down
 - n) Public meeting / hearing summary reports and analysis

RIGHT OF WAY (FC 130)

- 1. ROW Mapping
 - a) Records Research
 - b) Base Map
- 2. Project Deliverables
 - a) Digital files on CD for the right-of-way base file and reference files in Microstation V8 (.dgn) format.

SURVEYING AND PHOTOGRAMMETRY (FC 150)

- 1. Aerial Acquisition and Mapping
 - a) Ground Survey and Accuracy Testing
 - b) Aerial LiDAR
 - c) Aerial Photography
 - d) Image Quality
- 2. Supplemental Design Survey
 - a) Horizontal and Vertical Control
 - b) Obscured Areas
 - c) Utilities and other Features
 - d) UPRR railroad crossing and track survey

- e) San Marcos Airport Runway
- 3. Subsurface Utility Engineering
 - a) Quality Service Level D (QL-D)
 - b) Quality Service Level C (QL-C)
 - c) Quality Level B (QL-B)

4. Project Deliverables:

Data Files

- a) MicroStation (.dgn) file(s) depicting composite of Aerial and Ground topographic surveys, SUE investigation, survey control, and route line work. Coordinates will be surface values.
- b) Digital Terrain Model with 1' contours in MicroStation (.dgn) format.
- c) 3" GSD ortho imagery for a 600' wide corridor
- d) Accuracy Report,
- e) 3D DTM file (DGN or DWG format)
- f) 1/50 Scale Planimetric Mapping (DGN format)
- g) 1ft Contour file (DGN or DWG format).

Hard Copy Deliverables

- a) LiDAR Accuracy Reports (PDF)
- b) ASCII file of points
- c) PDF field book

MISCELLANEOUS (FC 163)

1. Utility Coordination.

- a) The number of existing utilities or utility identification within the project limits are not confirmed at this time. The utilities found by Texas One-Call System, generated the following tentative list. It should be noted that not all utilities are members on the One-Call System.
 - i. AT&T
 - ii. Bluebonnet Electric Cooperative
 - iii. CenterPoint Energy
 - iv. Centurylink
 - v. Charter Communications
 - vi. City of San Marcos Electric Utility Department
 - vii. City of San Marcos Water/Wastewater And Traffic Signals
 - viii. County Line Special Utility District
 - ix. Creedmoor Maha Water Supply Corp
 - x. Enterprise Products North San Antonio
 - xi. Fiber Light, LLC
 - xii. Frontier Communications, Inc.
 - xiii. Grande Communications, Inc.
 - xiv. Guadalupe-Blanco River Authority
 - xv. Maxwell Water Supply Corporation
 - xvi. Oasis Pipeline Company
 - xvii. Pedernales Electric Cooperative, Inc.
 - xviii. Shell Pipeline
 - xix. Texas Gas Service

xx. Zayo Group

- b) During subsequent project phases, the utility coordination services will include, meeting and contact with utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, reviewing potential conflicts between the utilities and the proposed project, creation of a preliminary utility conflict list, creating a utility tracking report, recommendations for the proposed locations of the utility adjustments, identification of existing utility property interests (utility easements) for potential reimbursable adjustments as needed and agreed to by the parties. The above list of services is general in nature and should not be considered inclusive to the ENGINEER's responsibilities, as listed in the following scope.
2. Project Deliverables
- a) A summary report outlining potential utility issues and adjustments within the corridor and a schematic level utility matrix.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1

PROJECT: SH 21 Corridor Preservation Study

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 2020 and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (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 _____.

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 _____, 2023. 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.

EXECUTED this ____ day of _____, 2020.

ENGINEER:

HDR Engineering, Inc.

By: _____
Signature

Mark Borenstein
Printed Name

Vice President
Title

COUNTY:

Hays County, Texas

By: _____
Signature

Ruben Becerra
Printed Name

County Judge
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

PROJECT: SH 21 Corridor Preservation Study

HDR Engineering, Inc.:

CLASSIFICATION	PROPOSED 2020 RATE	
Project Manager	\$305.00	per hour
Deputy PM / QC Reviewer	\$268.00	per hour
Senior Project Engineer	\$210.00	per hour
Project Engineer	\$172.00	per hour
Design Engineer	\$139.00	per hour
EIT	\$102.00	per hour
Sr CADD Technician	\$115.00	per hour
CADD Operator	\$92.00	per hour
Senior Env Project Manager	\$265.00	per hour
Senior Env Planner	\$175.00	per hour
Env Scientist 3	\$148.00	per hour
Env Scientist 2	\$136.00	per hour
Env Scientist 1	\$82.00	per hour
GIS Manager	\$180.00	per hour
Senior GIS Analyst	\$117.00	per hour
Senior GIS Technician	\$139.00	per hour
GIS Technician	\$77.00	per hour
Sr. Structural Engineer	\$277.00	per hour
Structural Engineer	\$156.00	per hour

OK
m 1/14/2020

Sr. Drainage Engineer	\$163.00	per hour
Drainage Engineer	\$139.00	per hour
Sr. Traffic Engineer	\$243.00	per hour
Traffic Engineer	\$148.00	per hour
Sr. Utility Coordinator	\$204.00	per hour
Utility Engineer	\$151.00	per hour
Accounting	\$136.00	per hour
Admin / Clerical	\$76.00	per hour

OK
M
1/14/2021

Gap Strategies, LLC:

CLASSIFICATION	PROPOSED 2020 RATE	
Sr. Public Involvement Specialist	\$213.00	per hour
Public Involvement Specialist	\$170.00	per hour
Associate	\$92.00	per hour
Sr. Project Manager	\$184.00	per hour
Sr. Associate	\$111.00	per hour
Project Analyst	\$65.00	per hour
Project Assistant	\$41.00	per hour

Surveying and Mapping, LLC:

CLASSIFICATION	PROPOSED 2020 RATE	
Senior Geospacial Project Manager	\$215.00	per hour
Geospacial Project Manager	\$175.00	per hour
Acquisition Manager	\$140.00	per hour
Calibration Staff	\$115.00	per hour
Photogrametrist / Project Lead	\$115.00	per hour
Acquisition / Calibration Technician	\$115.00	per hour
LiDAR / Photogrametry Technician	\$98.00	per hour
RPLS Project Manager	\$175.00	per hour
RPLS Task Leader	\$158.00	per hour
Senior Survey Technician	\$98.00	per hour
Survey Technician	\$89.00	per hour
2-Man Survey Crew	\$140.00	per hour
3-Man Survey Crew	\$165.00	per hour
Admin / Clerical	\$68.00	per hour

*OK
m/1/14/2020*

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. 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 before each annual anniversary date of the Contract 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2019

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Insurance Company	23035														
INSURER B: Ohio Casualty Insurance Company	24074														
INSURER C: Liberty Insurance Corporation	42404														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106															

COVERAGES **CERTIFICATE NUMBER:** W14400353 **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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-039	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-049	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	E00(20) 57919363	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	N/A	Y	WA7-64D-444950-019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is Follow Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER Hays County Attn: Vickie G. Dorsett 712 S. Stagecoach Trail, Suite 1071 San Marcos, TX 78666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Project: SH 21 Corridor Preservation Study for Hays County. PM - Allen Crozier.

Additional Insureds: County, its directors, officers and employees.

Waiver of Subrogation: County.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-039
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Person or Organization: Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s): As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-049
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-019
\$

Effective Date 6/01/2019

Premium

Issued to:

Policy Number TB2-641-444950-039
 Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-049
 Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF MATERIAL CHANGE

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

<u>NAME</u>	<u>ADDRESS</u>
As required by written contract or written agreement	

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation

Premium:

Effective Date: 6/1/2019 Expiration Date: 6/1/2020

For attachment to Policy No: WA7-64D-444950-019

Countersigned by _____
Authorized Representative

End. Serial No.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

As required by written contract or written agreement	30 Days
---	---------

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-019 Effective Date 6/01/2019 Premium \$

Issued to

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-527032

Date Filed:
08/08/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR Engineering, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 2019-P06
SH 21 Corridor Preservation Study

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O'Reilly, Charles L.	Boston, MA United States	X	
	Meysenburg, Galen J.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mark D. Borenstein, and my date of birth is 09/06/72.

My address is 710 Hester's Crossing, Suite 150, Round Rock, TX, 78681, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 8th day of August, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

X. Hays County House Bill 89 Verification

I, Rashed T. Islam, PE, PTOE, ENV SP (Person name), the undersigned representative of HDR Engineering, Inc. (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

[Handwritten Signature]
Signature of Company Representative

8/7/2019
Date

On this 8 day of August, 20 19, personally appeared Rashed Islam, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Handwritten Signature: Kristine Massey]
Notary Public in and for the State of Texas

8-7-19
Date



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street improvements in the amount of \$2,133,227.50 (Bond #PRF9284034) and drainage, water, wastewater, and utility improvements in the amount of \$1,921,758.00 (Bond #PRF9284032) for Sunfield, Phase Three, Section Five B.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The final plat for the Sunfield, Phase 3, Section 5B, Final plat has been reviewed under the interlocal cooperation agreement with the City of Buda and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

DUAL OBLIGEE RIDER

WHEREAS, on or about the 16th day of July, 2019,
Yantis Company, as Subcontractor,
entered into a written agreement with 2428 SF PH I, LLC on behalf of Sunfield MUD No. 3
as Contractor, for the construction of Plat Title - Sunfield Phase Three Section 5B Drainage, Water,
Wastewater, and Utility Improvements in the amount of One Million Nine Hundred Twenty One Thousand Seven
Hundred Fifty Eight and 00/100 (\$1,921,758.00) dollars
herein referred to as the Contract, and

WHEREAS, the Subcontractor and Colonial American Casualty and Surety Company &
Fidelity and Deposit Company of Maryland
, as Surety, made, executed and, delivered to said Contractor their joint and several Bond, and

WHEREAS, the contractor has requested that Hays County

(hereinafter called "Co-obligee") said Co-obligee having a material interest in the performance of said contract, be named as an obligee in the Bond and has requested the Subcontractor and the Surety to join with the Contractor in the execution and delivery of this Rider and the Subcontractor and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of one Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name of Hays County
as Co-obligee shall be added to said Bond as named obligee.
2. The rights of the Co-obligee shall be subject to the condition precedent that all the Contractor's obligations to the Subcontractor be performed; provided, however, that the aggregate liability of the Surety under said Bond, to the Contractor and Co-obligee, as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond jointly to the Contractor and the Co-obligee; and further provided there shall be no liability under the Bond to the Contractor or to the Co-obligee, or to either of them, unless payment be made to the Subcontractor at the time and in the manner provided in the Contract.
3. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED this 15th day of January, 2020

2428 SF PH I, LLC on behalf of Sunfield MUD No. 3

By: _____
Yantis Company Contractor

By: _____
Hays County Subcontractor

By: _____
Colonial American Casualty and Surety Company
Fidelity and Deposit Company of Maryland

By: Kaylee Parise _____
Kaylee Parise Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bob FARISH, Christopher O. BROWER, Stanley J. PISANO, John WILSON, Raul BARBERENA, Fred R. BONDURANT and Kaylee PARISE**, all of San Antonio, Texas, , EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2019.



ATTEST:
 ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
 Vice President

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 17th day of December, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

DUAL OBLIGEE RIDER

WHEREAS, on or about the 16th day of July, 2019,
Yantis Company, as Subcontractor,
entered into a written agreement with 2428 SF PH I, LLC on behalf of Sunfield MUD No. 3
as Contractor, for the construction of Plat Title - Sunfield Phase Three Section 5B Street Improvement
in the amount of Two Million One Hundred Thirty Three Thousand Two Hundred Twenty Seven and 50/100
(\$2,133,227.50) dollars
herein referred to as the Contract, and

Colonial American Casualty and Surety Company &
Fidelity and Deposit Company of Maryland
WHEREAS, the Subcontractor and
, as Surety, made, executed and, delivered to said Contractor their joint and several Bond, and

WHEREAS, the contractor has requested that Hays County
(hereinafter called "Co-obligee") said Co-obligee having a material interest in the performance of said
contract, be named as an obligee in the Bond and has requested the Subcontractor and the Surety to join with
the Contractor in the execution and delivery of this Rider and the Subcontractor and Surety have agreed so to
do upon the conditions herein stated.

NOW, THEREFORE, in consideration of one Dollar and other good and valuable consideration, receipt of
which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name of Hays County
as Co-obligee shall be added to said Bond as named obligee.
2. The rights of the Co-obligee shall be subject to the condition precedent that all the
Contractor's obligations to the Subcontractor be performed; provided, however, that the
aggregate liability of the Surety under said Bond, to the Contractor and Co-obligee, as
their interests may appear, is limited to the penal sum of the Bond and provided, further,
that the Surety may, at its option, make any payments under said Bond jointly to the
Contractor and the Co-obligee; and further provided there shall be no liability under the
Bond to the Contractor or to the Co-obligee, or to either of them, unless payment be made
to the Subcontractor at the time and in the manner provided in the Contract.
3. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED this 15th day of January, 2020

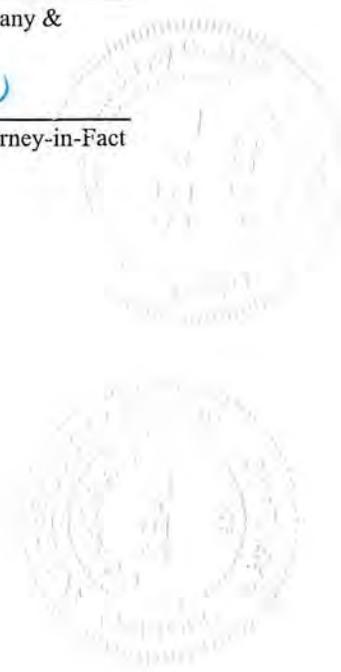
2428 SF PH I, LLC on behalf of Sunfield MUD No. 3

By: _____
Yantis Company Contractor

By: _____
Hays County Subcontractor

By: _____
Colonial American Casualty and Surety Company &
Fidelity and Deposit Company of Maryland

By: Kaylee Parise _____
Kaylee Parise Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bob FARISH, Christopher O. BROWER, Stanley J. PISANO, John WILSON, Raul BARBERENA, Fred R. BONDURANT and Kaylee PARISE**, all of San Antonio, Texas, , EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of December, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 17th day of December, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

SUNFIELD PHASE THREE, SECTION FIVE "B"
FINAL PLAT
26.303 ACRES, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS

PLAT INFORMATION:
 TOTAL ACRES: 26.303
 TOTAL NUMBER OF LOTS: 123
 NUMBER OF BLOCK: 7
 NUMBER OF LANDSCAPE, OPEN SPACE, DRAINAGE, UTILITY EASEMENTS, AND PARK LOTS: 2
 NUMBER OF RESIDENTIAL LOTS: 121
 NUMBER OF COMMERCIAL LOTS: 0
 NUMBER OF LOTS OVER 10 ACRES: 0
 NUMBER OF LOTS BETWEEN 5 AND 10 ACRES: 0
 NUMBER OF LOTS BETWEEN 2 AND 5 ACRES: 0
 NUMBER OF LOTS BETWEEN 1 AND 2 ACRES: 0
 NUMBER OF LOTS LESS THAN 1 ACRE: 123

THE STATE OF TEXAS)
 COUNTY OF HAYS) (KNOW ALL MEN BY THESE PRESENTS:

THAT 2428 SF PH 1 LLC, ACTING HEREIN BY AND THROUGH
 AND
 OWNERS OF 26.303 ACRES, AS CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS OUT OF THE G. HERDER SURVEY NO. 537, ABSTRACT NO. 239, DE HEREBY SUBDIVIDE SAID 26.303 ACRES OF LAND TO BE KNOWN AS "SUNFIELD, PHASE THREE, SECTION FIVE "B" SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

2428 SF PH 1 LLC,
 A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

BY: _____

COUNTY OF ORANGE
 STATE OF CALIFORNIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ OF 2428 SF PH 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
 NOTARY REGISTRATION NUMBER _____
 MY COMMISSION EXPIRES: _____
 COUNTY OF ORANGE
 STATE OF CALIFORNIA

COUNTY OF ORANGE
 STATE OF CALIFORNIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____ OF 2428 SF PH 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
 NOTARY REGISTRATION NUMBER _____
 MY COMMISSION EXPIRES: _____
 COUNTY OF ORANGE
 STATE OF CALIFORNIA

THE STATE OF TEXAS)
 COUNTY OF TRAVIS) (

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

ENGINEERED BY: _____
 BRIAN J. PARKER, P.E.
 REGISTERED PROFESSIONAL ENGINEER No. 90248
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD
 AVALON IV, SUITE 300
 AUSTIN, TEXAS 78759



THIS TRACT IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA INUNDED BY 100-YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS, MAP 48209C0285F DATED SEPTEMBER 2, 2005.

BRIAN J. PARKER, P.E. DATE _____
 REGISTERED PROFESSIONAL ENGINEER No. 90248
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD
 AVALON IV, SUITE 300
 AUSTIN, TEXAS 78759

UTILITY PROVIDERS:
 WATER: GOFORTH WATER SUPPLY CORPORATION
 WASTEWATER: SUNFIELD MUD NO. 3
 ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE



I, JOHN G. MOSIER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT 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.

WITNESS MY HAND THIS THE _____ DAY OF _____, 201__.

JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166

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 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.

CAITLYN STRICKLAND, DIRECTOR
 HAYS COUNTY DEVELOPMENT SERVICES

TOM POPE, R.S. C.F.M.
 HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DRIVEWAY PERMIT NOTE

"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 PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

GENERAL NOTES:

- ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO CITY OF BUDA STANDARDS, TO BE MAINTAINED BY HAYS COUNTY, AND IN NO CASE SHALL THEY BE CONSTRUCTED TO A STANDARD LESS THAN HAYS COUNTY STANDARDS.
- THIS SECTION IS LOCATED IN THE ONION CREEK AND PLUM CREEK WATERSHEDS, WHICH IS CLASSIFIED AS SUBURBAN, AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CHAPTER SEVEN OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE WASTEWATER SYSTEM SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE SUNFIELD M.U.D. NO. 3 STANDARDS. THE WATER SYSTEM SERVING THIS SUBDIVISION SHALL BE DESIGNED IN ACCORDANCE WITH GOFORTH WATER SUPPLY CORPORATION AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE GOFORTH WATER SUPPLY CORPORATION FOR REVIEW.
- PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF BUDA FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO CHAPTER SEVEN OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- A DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, IN COMPLIANCE WITH CHAPTER FOUR OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE, ARE RECORDED IN VOLUME 3341, PAGE 143-221 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- PUBLIC SIDEWALKS, BUILT TO THE CITY OF BUDA STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT, AND WILL BE MAINTAINED BY THE SUNFIELD HOMEOWNERS ASSOCIATION OR SUNFIELD M.U.D. NO. 3. THESE SIDEWALKS ARE REQUIRED TO BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. INTERNAL STREETS ARE LISTED IN THE STREET STANDARD CHART.
- THE PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC) HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP ANY EASEMENTS CLEAR. PEDERNALES ELECTRIC COOPERATIVE, INC. WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER SEVEN OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE PEDERNALES ELECTRIC COOPERATIVE, INC. WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND 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.
- THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. PEDERNALES ELECTRIC COOPERATIVE, INC. WORK SHALL BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- ALL DRAINAGE EASEMENTS, ON PRIVATE PROPERTY, SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- PRIOR TO THE RECORDING OF THIS FINAL PLAT, FISCAL SURETY SHALL BE PROVIDED FOR THE FOLLOWING IMPROVEMENTS:
 - STREET CONSTRUCTION AND RELATED INFRASTRUCTURE, INCLUDING PAVING, DRAINAGE, SIDEWALK, WATER SUPPLY AND WASTEWATER COLLECTION FOR THE FOLLOWING STREET: CHERRYSTONE LOOP, OLEANDER LOOP, GAMBLE DRIVE, SHORT LEAF DRIVE, CANYON MAPLE DRIVE.
 - ENVIRONMENTAL AND SAFETY CONTROLS AND OTHER RELATED: TERMS (E.G. EROSION AND SEDIMENTATION CONTROLS, RESTORATION CHANNEL WORK, PIPE IN EASEMENTS, DETENTION, WATER QUALITY POND, ETC.) AS DETERMINED PRIOR TO FINAL PLAT APPROVAL. THE RESTORATION COST WILL BE BASED ON DISTURBED AREA INCLUDING THE FOLLOWING STREETS: CHERRYSTONE LOOP, OLEANDER LOOP, GAMBLE DRIVE, SHORT LEAF DRIVE, CANYON MAPLE DRIVE.
- THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 25-8 OF THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN AND THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- ALL FIFTEEN FOOT (15') DRAINAGE EASEMENTS TO BE ENCLOSED CONDUIT.
- PROPERTY OWNER SHALL BE RESPONSIBLE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- THIS SITE IS NOT LOCATED WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER NOR THE EDWARDS AQUIFER RECHARGE ZONE.
- A TEN FOOT (10') PUBLIC UTILITY EASEMENT (P.U.E.) IS DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- CITY OF BUDA PARKLAND REQUIREMENTS: 972 LOTS / 50 LOTS / ACRE PARKLAND = 19.44 ACRES. AREA DEDICATED WITH PRELIMINARY PLAN = 48.10 ACRES.
- ALL PARKS, MEDIAN LOTS, PEDESTRIAN AND LANDSCAPE EASEMENT LOTS WILL BE MAINTAINED BY THE SUNFIELD HOMEOWNERS ASSOCIATION OR SUNFIELD M.U.D. NO. 3.
- SUNFIELD PHASE THREE, SECTION FIVE "B" IS LOCATED WITHIN THE HAYS CONSOLIDATED ISD AND ESD #8 AND #2.
- ALL LANDSCAPE, DRAINAGE AND UTILITY EASEMENTS WILL BE USE FOR PEDESTRIAN ACCESS.

STATE OF TEXAS
 COUNTY OF HAYS

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF BUDA FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BUDA.

CAITLYN STRICKLAND, DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES.

STATE OF TEXAS
 COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 201__, 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. 201__.

ELAINE H. CARDENAS
 COUNTY CLERK
 HAYS COUNTY, TEXAS

SUNFIELD
PHASE THREE, SECTION FIVE "B"
FINAL PLAT
26.303 ACRES, CITY OF BUDA E.T.J.
HAYS COUNTY, TEXAS

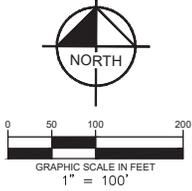
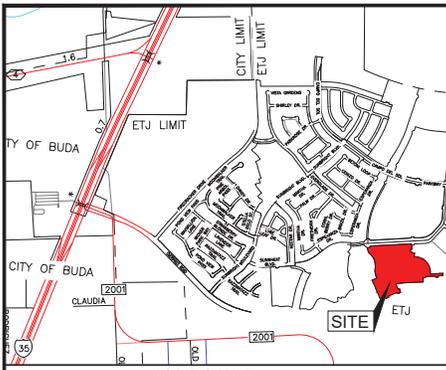
Kimley»Horn

601 NW Loop 410, Suite 350 TBP FIRM # 928 Tel. No. (210) 541-9166
 San Antonio, Texas 78216 TBP LRS FIRM # 10193973 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/10/2018	064404034	1 OF 3

SUNFIELD PHASE THREE, SECTION FIVE "B" FINAL PLAT 26.303 ACRES, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS

GEODETTIC BASIS STATEMENT: The bearings shown hereon are based on the Texas State Plane Coordinate System GRID, Central Zone (FIPS 4203) (NAD83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99998. The unit of linear measurement is U.S. Survey Feet.



LOT NO.	ACRES	SQ.FT.	LOT TYPE
1	0.175	7642	S.F.L.
2	0.138	6000	S.F.L.
3	0.138	6000	S.F.L.
4	0.138	6000	S.F.L.
5	0.138	6000	S.F.L.
6	0.138	6000	S.F.L.
7	0.138	6000	S.F.L.
8	0.138	6000	S.F.L.
9	0.138	6000	S.F.L.
10	0.138	6016	S.F.L.
11	0.140	6112	S.F.L.
12	0.145	6303	S.F.L.
13	0.151	6591	S.F.L.
14	0.160	6976	S.F.L.
15	0.171	7461	S.F.L.
16	0.185	8047	S.F.L.
17	0.304	13227	S.F.L.
506	0.437	19040	L.S.D. & U.E.

LOT NO.	ACRES	SQ.FT.	LOT TYPE
13	0.164	7158	S.F.L.
14	0.171	7455	S.F.L.
15	0.175	7616	S.F.L.
16	0.175	7616	S.F.L.
17	0.238	10372	S.F.L.
18	0.270	11749	S.F.L.
19	0.218	9475	S.F.L.

LOT NO.	ACRES	SQ.FT.	LOT TYPE
1	0.241	10493	S.F.L.
2	0.145	6314	S.F.L.
3	0.145	6314	S.F.L.
4	0.145	6314	S.F.L.
5	0.145	6314	S.F.L.
6	0.151	6590	S.F.L.
7	0.138	6000	S.F.L.
8	0.138	6000	S.F.L.
9	0.138	6000	S.F.L.
10	0.161	7020	S.F.L.
11	0.165	7200	S.F.L.
12	0.138	6000	S.F.L.
13	0.138	6000	S.F.L.
14	0.138	6000	S.F.L.
15	0.162	7072	S.F.L.
16	0.164	7158	S.F.L.
17	0.138	6000	S.F.L.
18	0.138	6000	S.F.L.
19	0.138	6000	S.F.L.
20	0.165	7200	S.F.L.
21	0.161	7020	S.F.L.
22	0.138	6000	S.F.L.
23	0.138	6000	S.F.L.
24	0.138	6000	S.F.L.
25	0.148	6449	S.F.L.
26	0.146	6352	S.F.L.
27	0.146	6352	S.F.L.
28	0.146	6352	S.F.L.
29	0.146	6362	S.F.L.
30	0.184	7997	S.F.L.

LOT NO.	ACRES	SQ.FT.	LOT TYPE
1	0.213	9266	S.F.L.
2	0.237	10345	S.F.L.
3	0.236	10285	S.F.L.
4	0.138	6000	S.F.L.
5	0.138	6000	S.F.L.
6	0.138	6000	S.F.L.
7	0.138	6000	S.F.L.
8	0.138	6000	S.F.L.
9	0.165	7200	S.F.L.
10	0.156	6807	S.F.L.
11	0.138	6001	S.F.L.
12	0.140	6095	S.F.L.
13	0.148	6429	S.F.L.
14	0.215	9347	S.F.L.
15	0.236	10260	S.F.L.
16	0.223	9703	S.F.L.
17	0.207	9006	S.F.L.
18	0.165	7200	S.F.L.
19	0.138	6000	S.F.L.
20	0.138	6000	S.F.L.
21	0.138	6000	S.F.L.
22	0.138	6000	S.F.L.
23	0.138	6000	S.F.L.
24	0.147	6412	S.F.L.

LOT NO.	ACRES	SQ.FT.	LOT TYPE
1	0.209	9084	S.F.L.
2	0.138	6000	S.F.L.
3	0.138	6000	S.F.L.
4	0.138	6000	S.F.L.
5	0.138	6000	S.F.L.
6	0.138	6000	S.F.L.
7	0.138	6000	S.F.L.
8	0.138	6000	S.F.L.
9	0.138	6000	S.F.L.
10	0.154	6722	S.F.L.
11	0.150	6551	S.F.L.
12	0.183	7962	S.F.L.

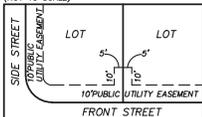
LOT NO.	ACRES	SQ.FT.	LOT TYPE
1	0.138	6000	S.F.L.
2	0.138	6000	S.F.L.
3	0.138	6000	S.F.L.
4	0.138	6000	S.F.L.
5	0.138	6000	S.F.L.
6	0.138	6000	S.F.L.
7	0.138	6000	S.F.L.
8	0.138	6000	S.F.L.
9	0.138	6000	S.F.L.
504	0.055	2400	D. & U.E.

LOT NO.	ACRES	SQ.FT.	LOT TYPE
1	0.226	9847	S.F.L.
2	0.138	6003	S.F.L.
3	0.138	6000	S.F.L.
4	0.138	6000	S.F.L.
5	0.138	6000	S.F.L.
6	0.138	6000	S.F.L.
7	0.138	6000	S.F.L.
8	0.138	6000	S.F.L.
9	0.138	6000	S.F.L.
10	0.138	6000	S.F.L.
11	0.208	9078	S.F.L.
12	0.206	8958	S.F.L.
13	0.138	6000	S.F.L.
14	0.138	6000	S.F.L.
15	0.138	6000	S.F.L.
16	0.138	6000	S.F.L.
17	0.138	6000	S.F.L.
18	0.138	6000	S.F.L.
19	0.138	6000	S.F.L.
20	0.138	6000	S.F.L.
21	0.138	6025	S.F.L.
22	0.235	10253	S.F.L.

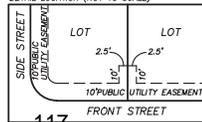
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	N47°26'53"W	35.36'
C2	90°00'00"	25.00'	39.27'	N42°33'07"E	35.36'
C3	94°05'10"	24.50'	40.23'	N46°38'42"W	35.86'
C4	90°00'00"	345.00'	541.92'	N47°26'53"W	487.90'
C5	79°37'49"	13.50'	18.76'	S47°44'13"W	17.29'
C6	79°37'49"	36.50'	50.73'	N47°44'13"E	46.74'
C7	79°37'49"	36.50'	50.73'	S52°37'59"E	46.74'
C8	79°37'49"	13.50'	18.76'	N52°37'59"W	17.29'
C9	90°00'00"	14.00'	21.99'	S42°33'07"W	19.80'
C10	90°00'00"	14.00'	21.99'	N47°26'53"W	19.80'
C11	90°00'00"	14.00'	21.99'	S42°33'07"W	19.80'
C12	13°36'44"	655.00'	155.61'	S80°44'45"W	155.25'
C13	83°23'52"	14.00'	20.38'	N64°56'35"W	18.63'
C14	91°16'57"	14.00'	23.77'	S25°23'49"W	21.02'
C15	88°36'35"	14.00'	21.65'	N67°32'56"W	19.56'
C16	1°23'25"	775.00'	18.81'	S67°27'04"W	18.81'
C17	90°00'00"	14.00'	21.99'	S21°45'21"W	19.80'
C18	33°11'02"	200.00'	115.80'	S06°39'25"E	114.19'
C19	28°46'00"	500.00'	251.04'	N04°27'10"W	248.41'
C20	32°03'12"	200.00'	111.89'	N34°51'46"W	110.43'
C21	44°18'02"	258.00'	199.48'	S28°43'53"E	194.55'
C22	62°56'12"	25.00'	27.46'	S28°21'05"W	26.10'
C23	9°28'01"	90.50'	14.95'	N55°05'10"E	14.94'
C24	37°11'58"	25.00'	16.23'	S68°57'08"W	15.95'
C25	43°45'54"	208.00'	158.88'	S29°00'59"E	155.04'
C26	0°34'23"	1335.00'	13.35'	S69°07'39"W	13.35'
C27	5°11'57"	250.00'	22.69'	N48°17'25"W	22.68'
C28	64°40'03"	14.00'	15.80'	S78°01'28"E	14.98'
C29	17°54'36"	1315.00'	411.05'	S78°35'49"W	409.38'
C30	16°51'09"	1285.00'	372.07'	S79°07'33"W	370.74'
C31	98°37'13"	14.00'	24.10'	S21°23'22"W	21.23'
C32	9°05'05"	250.00'	39.64'	N23°22'42"W	39.60'
C33	17°37'45"	550.00'	169.23'	N10°01'17"W	168.56'
C34	109°28'00"	14.00'	26.75'	S55°56'25"E	22.86'
C35	18°13'32"	1025.00'	326.05'	S78°26'21"W	324.67'
C36	90°00'00"	14.00'	21.99'	N42°33'07"E	19.80'
C37	86°38'31"	14.00'	21.17'	S45°46'08"E	19.21'
C38	86°38'31"	225.00'	340.24'	N45°46'08"W	308.74'
C39	90°00'00"	14.00'	21.99'	S47°26'53"E	19.80'
C40	90°00'00"	14.00'	21.99'	N42°33'07"E	19.80'

NO.	BEARING	LENGTH
L1	N87°33'07"E	8.00'
L2	N02°26'53"W	50.00'
L3	S87°33'07"W	8.00'
L4	N02°26'53"W	8.00'
L5	S87°33'07"W	50.00'
L6	S87°33'07"W	35.06'
L7	S87°33'07"W	58.98'
L9	S85°39'44"W	50.00'

PUBLIC UTILITY EASEMENT LOCATION DETAIL FOR SUBJECT LOTS SHOWN WITH * (NOT TO SCALE)



TYPICAL PUBLIC UTILITY EASEMENT DETAIL LOCATION (NOT TO SCALE)



STREET NAME	ROW WIDTH	CLASSIFICATION	LINEAR FT.	ACRES
CHERRYSTONE LOOP	50' ROW	RESIDENTIAL MINOR	706	2.452
CLEANDER LOOP	50' ROW	RESIDENTIAL MINOR	2,374	2.149
GAMBLE DRIVE	50' ROW	RESIDENTIAL MINOR	776	1.437
SHORT LEAF DRIVE	50' ROW	RESIDENTIAL MINOR	636	0.486
CANYON MAPLE DRIVE	50' ROW	RESIDENTIAL MINOR	192	0.289
TOTAL RIGHT-OF-WAY			4,684	6.813

BLOCK	DESCRIPTION	ACRES
BLOCK A	LOTS 1-17 SINGLE FAMILY LOTS	2.672 AC.
BLOCK A	1 LANDSCAPE, DRAINAGE & UTILITY EASEMENT (LOT 506)	0.437 AC.
BLOCK B	LOTS 13-19 SINGLE FAMILY LOTS	1.410 AC.
BLOCK C	LOTS 1-30 SINGLE FAMILY LOTS	4.520 AC.
BLOCK D	LOTS 1-24 SINGLE FAMILY LOTS	4.003 AC.
BLOCK E	LOTS 1-12 SINGLE FAMILY LOTS	1.798 AC.
BLOCK H	LOTS 1-22 SINGLE FAMILY LOTS	3.355 AC.
BLOCK K	LOT 1-9 SINGLE FAMILY LOTS	1.240 AC.
BLOCK K	1 DRAINAGE & UTILITY EASEMENT (LOT 504)	0.055 AC.
	TOTAL LANDSCAPE, DRAINAGE, UTILITY, PARKS LOTS = 2	0.492 AC.
	TOTAL SINGLE FAMILY LOTS = 121	18.998 AC.
	TOTAL RIGHT-OF-WAY	6.813 AC.
	TOTAL ACREAGE OF SUBDIVISION	26.303 AC.

SUNFIELD PHASE THREE, SECTION FIVE "B" FINAL PLAT 26.303 ACRES, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 TBP FIRM # 928 Tel. No. (210) 541-9166
San Antonio, Texas 78216 TBPFLS FIRM # 10193973 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/10/2018	064404034	3 OF 3

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of mass and grading improvements in the amount of \$940,187.00 (Bond #PRF9284033) for Sunfield, Phase Three, Section Five C.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 21, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The final plat for the Sunfield, Phase 3, Section 5C, Final plat has been reviewed under the interlocal cooperation agreement with the City of Buda and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

DUAL OBLIGEE RIDER

WHEREAS, on or about the 16th day of July, 2019,
Yantis Company, as Subcontractor,
entered into a written agreement with 2428 SF PH I, LLC on behalf of Sunfield MUD No. 3
as Contractor, for the construction of Plat Title - Sunfield Phase Three Section 5C Mass and Lot
Grading Improvements in the amount of Nine Hundred Forty Thousand One Hundred Eighty Seven and 00/100
(\$940,187.00) dollars
herein referred to as the Contract, and

WHEREAS, the Subcontractor and Colonial American Casualty and Surety Company &
Fidelity and Deposit Company of Maryland
, as Surety, made, executed and, delivered to said Contractor their joint and several Bond, and

WHEREAS, the contractor has requested that Hays County
(hereinafter called "Co-obligee") said Co-obligee having a material interest in the performance of said
contract, be named as an obligee in the Bond and has requested the Subcontractor and the Surety to join with
the Contractor in the execution and delivery of this Rider and the Subcontractor and Surety have agreed so to
do upon the conditions herein stated.

NOW, THEREFORE, in consideration of one Dollar and other good and valuable consideration, receipt of
which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name of Hays County
as Co-obligee shall be added to said Bond as named obligee.
2. The rights of the Co-obligee shall be subject to the condition precedent that all the
Contractor's obligations to the Subcontractor be performed; provided, however, that the
aggregate liability of the Surety under said Bond, to the Contractor and Co-obligee, as
their interests may appear, is limited to the penal sum of the Bond and provided, further,
that the Surety may, at its option, make any payments under said Bond jointly to the
Contractor and the Co-obligee; and further provided there shall be no liability under the
Bond to the Contractor or to the Co-obligee, or to either of them, unless payment be made
to the Subcontractor at the time and in the manner provided in the Contract.
3. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED this 15th day of January, 2020

2428 SF PH I, LLC on behalf of Sunfield MUD No. 3

By: _____
Yantis Company Contractor

By: _____
Hays County Subcontractor

By: _____
Colonial American Casualty and Surety Company &
Fidelity and Deposit Company of Maryland

By: Kaylee Parise _____
Kaylee Parise Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bob FARISH, Christopher O. BROWER, Stanley J. PISANO, John WILSON, Raul BARBERENA, Fred R. BONDURANT and Kaylee PARISE**, all of San Antonio, Texas, , EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of December, A.D. 2019.



ATTEST:
 ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
 Vice President

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 17th day of December, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

SUNFIELD PHASE THREE, SECTION FIVE "C"
FINAL PLAT
29.591 ACRES, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS

PLAT INFORMATION:
 TOTAL ACRES: 29.591
 TOTAL NUMBER OF LOTS: 151
 NUMBER OF BLOCKS: 6
 NUMBER OF LANDSCAPE, OPEN SPACE, DRAINAGE, UTILITY EASEMENTS, AND PARK LOTS: 7
 NUMBER OF RESIDENTIAL LOTS: 144
 NUMBER OF COMMERCIAL LOTS: 0
 NUMBER OF LOTS OVER 10 ACRES: 0
 NUMBER OF LOTS BETWEEN 5 AND 10 ACRES: 0
 NUMBER OF LOTS BETWEEN 2 AND 5 ACRES: 0
 NUMBER OF LOTS BETWEEN 1 AND 2 ACRES: 0
 NUMBER OF LOTS LESS THAN 1 ACRE: 151

THE STATE OF TEXAS)
 COUNTY OF HAYS) KNOW ALL MEN BY THESE PRESENTS:

THAT 2428 SF PH 1 LLC, ACTING HEREIN BY AND THROUGH AND OWNERS OF 29.591 ACRES, AS CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS OUT OF THE G. HERDER SURVEY NO. 537, ABSTRACT NO. 239, DE HEREBY SUBDIVIDE SAID 29.591 ACRES OF LAND TO BE KNOWN AS "SUNFIELD, PHASE THREE, SECTION FIVE "C" SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

2428 SF PH 1 LLC,
 A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

BY: _____

COUNTY OF ORANGE
 STATE OF CALIFORNIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____ BY _____ OF 2428 SF PH 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
 NOTARY REGISTRATION NUMBER _____
 MY COMMISSION EXPIRES: _____
 COUNTY OF ORANGE
 STATE OF CALIFORNIA

COUNTY OF ORANGE
 STATE OF CALIFORNIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____ BY _____ OF 2428 SF PH 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
 NOTARY REGISTRATION NUMBER _____
 MY COMMISSION EXPIRES: _____
 COUNTY OF ORANGE
 STATE OF CALIFORNIA

THE STATE OF TEXAS)
 COUNTY OF TRAVIS)

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

ENGINEERED BY: _____
 BRIAN J. PARKER, P.E.
 REGISTERED PROFESSIONAL ENGINEER No. 90248
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD
 AVALON IV, SUITE 300
 AUSTIN, TEXAS 78759



THIS TRACT IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA INUNDED BY 100-YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS, MAP 48209C0285F DATED SEPTEMBER 2, 2005.

BRIAN J. PARKER, P.E. DATE _____
 REGISTERED PROFESSIONAL ENGINEER No. 90248
 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD
 AVALON IV, SUITE 300
 AUSTIN, TEXAS 78759

UTILITY PROVIDERS:

WASTEWATER: SUNFIELD MUD NO. 3
 ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE



I, JOHN G. MOSIER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT 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.

WITNESS MY HAND THIS THE _____ DAY OF _____ 201__

JOHN G. MOSIER
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6330
 601 NW LOOP 410, SUITE 350
 SAN ANTONIO, TEXAS 78216
 PH. 210-541-9166

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 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.

CAITLYN STRICKLAND, DIRECTOR
 HAYS COUNTY DEVELOPMENT SERVICES

TOM POPE, R.S. C.F.M.
 HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DRIVEWAY PERMIT NOTE

"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 PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

GENERAL NOTES:

- ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO CITY OF BUDA STANDARDS, TO BE MAINTAINED BY HAYS COUNTY, AND IN NO CASE SHALL THEY BE CONSTRUCTED TO A STANDARD LESS THAN HAYS COUNTY STANDARDS.
- THIS SECTION IS LOCATED IN THE OJON CREEK AND PLUM CREEK WATERSHEDS, WHICH IS CLASSIFIED AS SUBURBAN, AND SHALL BE DEVELOPED, CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CHAPTER SEVEN OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE WASTEWATER SYSTEM SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE SUNFIELD M.U.D. NO. 3 STANDARDS. THE WATER SYSTEM SERVING THIS SUBDIVISION SHALL BE DESIGNED IN ACCORDANCE WITH GOFORTH WATER SUPPLY CORPORATION AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE GOFORTH WATER SUPPLY CORPORATION FOR REVIEW.
- PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF BUDA FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
- EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO CHAPTER SEVEN OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- A DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, IN COMPLIANCE WITH CHAPTER FOUR OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE, ARE RECORDED IN VOLUME 3341, PAGE 143-221 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- PUBLIC SIDEWALKS, BUILT TO THE CITY OF BUDA STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT, AND WILL BE MAINTAINED BY THE SUNFIELD HOMEOWNERS ASSOCIATION OR SUNFIELD M.U.D. NO. 3. THESE SIDEWALKS ARE REQUIRED TO BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWAL OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. INTERNAL STREETS ARE LISTED IN THE STREET STANDARD CHART.
- THE PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC) HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP ANY EASEMENTS CLEAR. PEDERNALES ELECTRIC COOPERATIVE, INC. WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER SEVEN OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE PEDERNALES ELECTRIC COOPERATIVE, INC. WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE 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.
- THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF THE OVERHEAD ELECTRIC FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. PEDERNALES ELECTRIC COOPERATIVE, INC. WORK SHALL BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- ALL DRAINAGE EASEMENTS, ON PRIVATE PROPERTY, SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
- PRIOR TO THE RECORDING OF THIS FINAL PLAT, FISCAL SURETY SHALL BE PROVIDED FOR THE FOLLOWING IMPROVEMENTS:
 - STREET CONSTRUCTION AND RELATED INFRASTRUCTURE, INCLUDING PAVING, DRAINAGE, SIDEWALK, WATER SUPPLY AND WASTEWATER COLLECTION FOR THE FOLLOWING STREET; SHORT LEAF DRIVE, OLEANDER LOOP, CHERRYSTONE LOOP, SHELL BARK DRIVE, SWITCH BUD DRIVE.
 - ENVIRONMENTAL AND SAFETY CONTROLS AND OTHER RELATED: TERMS (E.G. EROSION AND SEDIMENTATION CONTROLS, RESTORATION CHANNEL WORK, PIPE IN EASEMENTS, DETENTION, WATER QUALITY POND, ETC.) AS DETERMINED PRIOR TO FINAL PLAT APPROVAL. THE RESTORATION COST WILL BE BASED ON DISTURBED AREA INCLUDING THE FOLLOWING STREETS: SHORT LEAF DRIVE, OLEANDER LOOP, CHERRYSTONE LOOP, SHELL BARK DRIVE, SWITCH BUD DRIVE.
- THE MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 25-6 OF THE ENVIRONMENTAL CRITERIA MANUAL AND OTHER ORDINANCES AND REGULATIONS OF THE CITY OF AUSTIN AND THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.
- ALL FIFTEEN FOOT (15') DRAINAGE EASEMENTS TO BE ENCLOSED CONDUIT.
- PROPERTY OWNER SHALL BE RESPONSIBLE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
- THIS SITE IS NOT LOCATED WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER NOR THE EDWARDS AQUIFER RECHARGE ZONE.
- A TEN FOOT (10') PUBLIC UTILITY EASEMENT (P.U.E.) IS DEDICATED ADJACENT TO ALL PUBLIC RIGHT-OF-WAY.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- CITY OF BUDA PARKLAND REQUIREMENTS: 972 LOTS / 50 LOTS / ACRE PARKLAND = 19.44 ACRES. AREA DEDICATED WITH PRELIMINARY PLAN = 48.10 ACRES.
- ALL PARKS, MEDIAN LOTS, PEDESTRIAN AND LANDSCAPE EASEMENT LOTS WILL BE MAINTAINED BY THE SUNFIELD HOMEOWNERS ASSOCIATION OR SUNFIELD M.U.D. NO. 3.
- SUNFIELD PHASE THREE, SECTION FIVE "C" IS LOCATED WITHIN THE HAYS CONSOLIDATED ISD AND ESD #8 AND #2.
- ALL LANDSCAPE, DRAINAGE AND UTILITY EASEMENTS WILL BE USE FOR PEDESTRIAN ACCESS.

STATE OF TEXAS
 COUNTY OF HAYS

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF BUDA FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BUDA."

CAITLYN STRICKLAND, DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES.

STATE OF TEXAS
 COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 201__, 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. 201__.

ELAINE H. CARDENAS
 COUNTY CLERK
 HAYS COUNTY, TEXAS

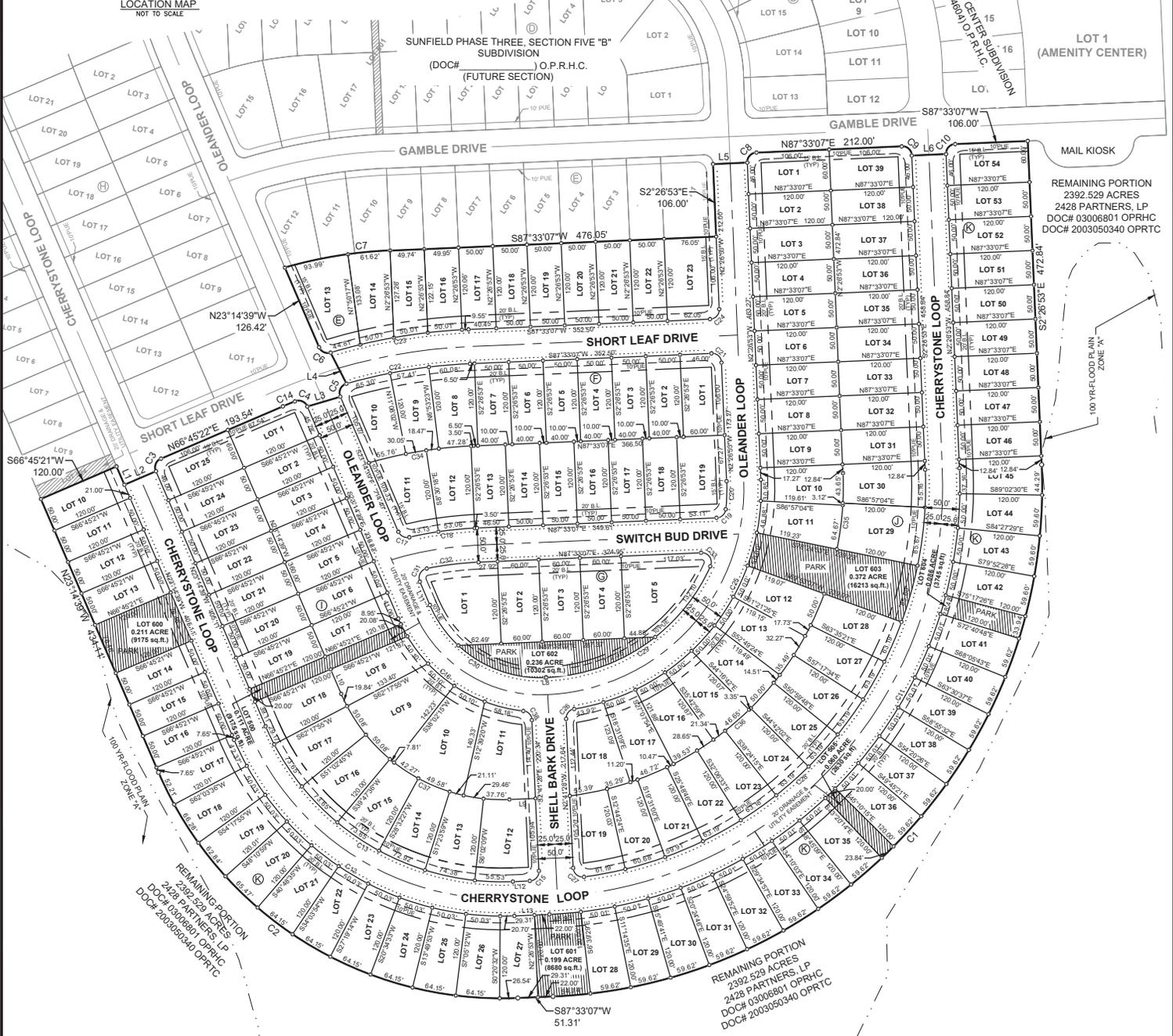
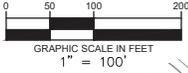
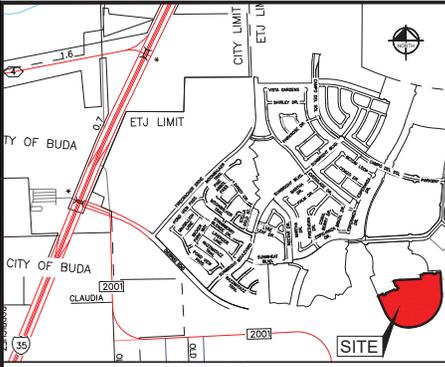
SUNFIELD
PHASE THREE, SECTION FIVE "C"
FINAL PLAT
29.591 ACRES, CITY OF BUDA E.T.J.
HAYS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 TBP FIRM # 928 Tel. No. (210) 541-9166
 San Antonio, Texas 78216 TBP FIRM # 10193973 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/10/2018	064404034	1 OF 3

SUNFIELD PHASE THREE, SECTION FIVE "C"
FINAL PLAT
29.591 ACRES, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS



REMAINING PORTION
 2392.529 ACRES
 2428 PARTNERS, LP
 DOC# 03006801 OPRHC
 DOC# 2003050340 OPRTC

REMAINING PORTION
 2392.529 ACRES
 2428 PARTNERS, LP
 DOC# 03006801 OPRHC
 DOC# 2003050340 OPRTC

LEGEND

O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HAYS COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
H.C.P.R.	HAYS COUNTY PLAT RECORD
R.O.W.	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE DRAINAGE EASEMENT
●	1/2" IRON ROD FOUND WITH CAP
○	1/2" IRON ROD W/ "X" CAP SET
⊙	BENCHMARKS
⊗	BLOCK DESIGNATION
---	WALL MAINTENANCE AND DRAINAGE EASEMENT, 3' WIDE ON EACH SIDE OF LOT LINE
---	DRAINAGE EASEMENT 2' WIDE ON EACH SIDE OF LOT LINE
---	SIDE WALK
---	L.S.D. & U.E. LANDSCAPE, DRAINAGE & UTILITY EASEMENT
S.F.L.	SINGLE FAMILY LOT
D. & U.E.	DRAINAGE & UTILITY EASEMENT

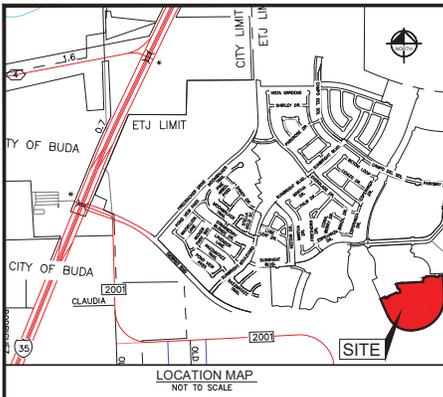
SUNFIELD
PHASE THREE, SECTION FIVE "C"
FINAL PLAT
29.591 ACRES, CITY OF BUDA E.T.J.
HAYS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 TBP FIRM # 928 Tel. No. (210) 541-9166
 San Antonio, Texas 78216 TBP/LS FIRM # 10193973 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/10/2018	064404034	2 OF 3

SUNFIELD PHASE THREE, SECTION FIVE "C" FINAL PLAT 29.591 ACRES, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS



STREET NAME	ROW WIDTH	CLASSIFICATION	LINEAR FT.	ACRES
SHORT LEAF DRIVE	50' ROW	RESIDENTIAL MINOR	574	0.638
OLEANDER LOOP	50' ROW	RESIDENTIAL MINOR	1,489	1.712
CHERRYSTONE LOOP	50' ROW	RESIDENTIAL MINOR	2,319	2.664
SHELL BARK DRIVE	50' ROW	RESIDENTIAL MINOR	295	0.295
SWITCH BUD DRIVE	50' ROW	RESIDENTIAL MINOR	509	0.573
TOTAL RIGHT-OF-WAY			5,186	5.882

BLOCK E				
LOT NO.	ACRES	SQ.FT.	LOT TYPE	
13	0.235	10230	S.F.L.	
14	0.167	7271	S.F.L.	
15	0.142	6190	S.F.L.	
16	0.139	6037	S.F.L.	
17	0.138	6000	S.F.L.	
18	0.138	6000	S.F.L.	
19	0.138	6000	S.F.L.	
20	0.138	6000	S.F.L.	
21	0.138	6000	S.F.L.	
22	0.138	6000	S.F.L.	
23	0.209	9084	S.F.L.	

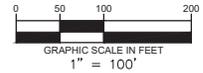
BLOCK F				
LOT NO.	ACRES	SQ.FT.	LOT TYPE	
1	0.164	7158	S.F.L.	
2	0.138	6000	S.F.L.	
3	0.138	6000	S.F.L.	
4	0.138	6000	S.F.L.	
5	0.138	6000	S.F.L.	
6	0.138	6000	S.F.L.	
7	0.138	6000	S.F.L.	
8	0.171	7432	S.F.L.	
9	0.146	6355	S.F.L.	
10	0.187	8162	S.F.L.	
11	0.193	8411	S.F.L.	
12	0.164	7129	S.F.L.	
13	0.138	6000	S.F.L.	
14	0.138	6000	S.F.L.	
15	0.138	6000	S.F.L.	
16	0.138	6000	S.F.L.	
17	0.138	6000	S.F.L.	
18	0.138	6000	S.F.L.	
19	0.190	8282	S.F.L.	

BLOCK I				
LOT NO.	ACRES	SQ.FT.	LOT TYPE	
1	0.164	7153	S.F.L.	
2	0.138	6000	S.F.L.	
3	0.138	6000	S.F.L.	
4	0.138	6000	S.F.L.	
5	0.138	6000	S.F.L.	
6	0.138	6000	S.F.L.	
7	0.138	6000	S.F.L.	
8	0.157	6853	S.F.L.	
9	0.250	10903	S.F.L.	
10	0.266	11585	S.F.L.	
11	0.267	11636	S.F.L.	
12	0.233	10171	S.F.L.	
13	0.172	7497	S.F.L.	
14	0.169	7350	S.F.L.	
15	0.170	7224	S.F.L.	
16	0.170	7224	S.F.L.	
17	0.170	7224	S.F.L.	
18	0.175	7634	S.F.L.	
19	0.138	6000	S.F.L.	
20	0.138	6000	S.F.L.	
21	0.138	6000	S.F.L.	
22	0.138	6000	S.F.L.	
23	0.138	6000	S.F.L.	
24	0.138	6000	S.F.L.	
25	0.164	7158	S.F.L.	
500	0.111	4817	D. & U.E.	

BLOCK J				
LOT NO.	ACRES	SQ.FT.	LOT TYPE	
1	0.164	7158	S.F.L.	
2	0.138	6000	S.F.L.	
3	0.138	6000	S.F.L.	
4	0.138	6000	S.F.L.	
5	0.138	6000	S.F.L.	
6	0.138	6000	S.F.L.	
7	0.138	6000	S.F.L.	
8	0.138	6000	S.F.L.	
9	0.138	6000	S.F.L.	
10	0.148	6456	S.F.L.	
11	0.153	6659	S.F.L.	
12	0.161	7010	S.F.L.	
13	0.161	7025	S.F.L.	
14	0.162	7057	S.F.L.	
15	0.163	7106	S.F.L.	
16	0.165	7170	S.F.L.	
17	0.166	7249	S.F.L.	
18	0.208	9077	S.F.L.	
19	0.180	7860	S.F.L.	
20	0.148	6430	S.F.L.	
21	0.147	6397	S.F.L.	
22	0.156	6791	S.F.L.	
23	0.156	6790	S.F.L.	
24	0.156	6791	S.F.L.	
25	0.156	6791	S.F.L.	
26	0.156	6791	S.F.L.	
27	0.156	6791	S.F.L.	
28	0.156	6791	S.F.L.	
29	0.211	9207	S.F.L.	
30	0.171	7470	S.F.L.	
31	0.138	6000	S.F.L.	
32	0.138	6000	S.F.L.	
33	0.138	6000	S.F.L.	
34	0.138	6000	S.F.L.	
35	0.138	6000	S.F.L.	
36	0.138	6000	S.F.L.	
37	0.138	6000	S.F.L.	
38	0.138	6000	S.F.L.	
39	0.164	7158	S.F.L.	
603	0.372	16213	PARK	

BLOCK K				
LOT NO.	ACRES	SQ.FT.	LOT TYPE	
10	0.138	6000	S.F.L.	
11	0.138	6000	S.F.L.	
12	0.138	6000	S.F.L.	
13	0.138	6000	S.F.L.	
14	0.138	6000	S.F.L.	
15	0.138	6000	S.F.L.	
16	0.138	6000	S.F.L.	
17	0.151	6593	S.F.L.	
18	0.160	6979	S.F.L.	
19	0.155	6772	S.F.L.	
20	0.159	6930	S.F.L.	
21	0.157	6851	S.F.L.	
22	0.157	6851	S.F.L.	
23	0.157	6851	S.F.L.	
24	0.157	6851	S.F.L.	
25	0.157	6851	S.F.L.	
26	0.157	6851	S.F.L.	
27	0.146	6351	S.F.L.	
28	0.151	6578	S.F.L.	
29	0.151	6578	S.F.L.	
30	0.151	6578	S.F.L.	
31	0.151	6578	S.F.L.	
32	0.151	6578	S.F.L.	
33	0.151	6578	S.F.L.	
34	0.151	6578	S.F.L.	
35	0.151	6578	S.F.L.	
36	0.151	6578	S.F.L.	
37	0.151	6578	S.F.L.	
38	0.151	6578	S.F.L.	
39	0.151	6578	S.F.L.	
40	0.151	6578	S.F.L.	
41	0.151	6578	S.F.L.	
42	0.151	6576	S.F.L.	
43	0.151	6576	S.F.L.	
44	0.151	6576	S.F.L.	
45	0.148	6428	S.F.L.	
46	0.138	6000	S.F.L.	
47	0.138	6000	S.F.L.	
48	0.138	6000	S.F.L.	
49	0.138	6000	S.F.L.	

BLOCK G				
LOT NO.	ACRES	SQ.FT.	LOT TYPE	
1	0.264	11479	S.F.L.	
2	0.165	7200	S.F.L.	
3	0.165	7200	S.F.L.	
4	0.165	7200	S.F.L.	
5	0.275	11999	S.F.L.	
602	0.236	10302	PARK	



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	745.00'	1170.24'	N42°33'07"E	1053.59'
C2	69°12'14"	545.00'	658.27'	S57°50'46"E	618.98'
C3	90°00'00"	14.00'	21.99'	S21°45'21"W	19.80'
C4	88°36'35"	14.00'	21.65'	N67°32'56"W	19.56'
C5	97°16'57"	14.00'	23.77'	S25°23'49"W	21.02'
C6	83°23'52"	14.00'	20.38'	N64°56'35"W	18.63'
C7	13°36'44"	655.00'	155.61'	S80°44'45"W	155.25'
C8	90°00'00"	14.00'	21.99'	S42°33'07"W	19.80'
C9	90°00'00"	14.00'	21.99'	N47°26'53"W	19.80'
C10	90°00'00"	14.00'	21.99'	S42°33'07"W	19.80'
C11	90°00'00"	625.00'	981.75'	N42°33'07"E	883.88'
C12	69°12'14"	425.00'	513.33'	S57°50'46"E	482.69'
C13	69°12'14"	375.00'	452.94'	S57°50'46"E	425.90'
C14	1°23'25"	775.00'	18.81'	S67°27'04"W	18.81'
C15	90°14'35"	14.00'	22.05'	N42°25'50"E	19.84'
C16	60°28'55"	225.00'	237.51'	S53°29'07"E	226.64'
C17	79°52'48"	14.00'	19.52'	S63°11'03"E	17.98'
C18	10°40'34"	535.00'	99.69'	S82°12'50"W	99.54'
C19	81°27'56"	14.00'	19.91'	N46°49'09"E	18.27'
C20	8°32'05"	275.00'	40.96'	N01°49'09"E	40.93'
C21	90°00'00"	14.00'	21.99'	N47°26'53"W	19.80'
C22	13°30'49"	775.00'	182.79'	S80°47'42"W	182.37'
C23	14°11'38"	825.00'	204.38'	S80°27'18"W	203.88'
C24	90°00'00"	14.00'	21.99'	N42°33'07"E	19.80'
C25	83°09'03"	325.00'	471.66'	N39°07'38"E	431.34'
C26	83°23'38"	14.00'	20.38'	S39°02'11"W	18.63'
C27	95°00'32"	14.00'	23.22'	S50°11'44"E	20.65'
C28	84°44'53"	575.00'	850.50'	N39°55'34"E	775.06'
C29	63°25'56"	275.00'	304.45'	N55°50'09"E	289.14'
C30	69°12'14"	175.00'	211.37'	S57°50'46"E	198.76'
C31	101°49'05"	14.00'	24.88'	S27°39'54"W	21.73'
C32	8°58'40"	485.00'	76.00'	S83°03'47"W	75.92'
C33	116°34'09"	14.00'	28.48'	N34°09'49"W	23.82'
C34	13°33'48"	655.00'	155.06'	S80°46'13"W	154.69'
C35	14°02'00"	455.00'	111.44'	N04°34'07"E	111.16'
C36	62°47'06"	455.00'	498.59'	N51°30'26"E	474.02'
C37	69°12'14"	255.00'	308.00'	S57°50'46"E	289.61'
C38	81°02'06"	14.00'	19.80'	N43°12'31"W	18.19'

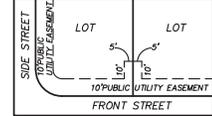
LINE TABLE

NO.	BEARING	LENGTH
L1	N23°14'39"W	29.00'
L2	S66°45'21"W	50.00'
L3	S73°30'08"W	50.35'
L4	S27°03'25"E	50.89'
L5	N87°33'07"E	50.00'
L6	S87°33'07"W	50.00'
L7	N87°33'07"E	1.33'
L8	N87°33'07"E	1.33'
L9	S87°33'07"W	38.22'
L10	N23°14'39"W	39.11'
L11	S23°14'39"E	37.07'
L12	N87°33'07"E	24.67'
L13	N87°33'07"E	51.31'

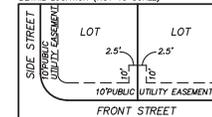
GEODEIC BASIS STATEMENT: The bearings shown hereon are based on the Texas State Plane Coordinate System GRID, Central Zone (FIPS 4203) (NAD83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99998. The unit of linear measurement is U.S. Survey Feet.

BLOCK E	LOTS 13-23 SINGLE FAMILY LOTS	1.717 AC
BLOCK F	LOTS 1-19 SINGLE FAMILY LOTS	2.868 AC
BLOCK G	LOTS 1-5 SINGLE FAMILY LOTS	1.035 AC
BLOCK H	1 PARK (LOT 602)	0.236 AC
BLOCK I	LOTS 1-25 SINGLE FAMILY LOTS	4.183 AC
BLOCK J	1 DRAINAGE & UTILITY EASEMENT (LOT 500)	0.111 AC
BLOCK K	LOT 1-39 SINGLE FAMILY LOTS	5.970 AC
BLOCK L	1 PARK (LOT 603)	0.372 AC
BLOCK M	LOT 10-54 SINGLE FAMILY LOTS	6.661 AC
BLOCK N	1 DRAINAGE & UTILITY EASEMENT (LOT 505)	0.060 AC
BLOCK O	3 PARKS (LOT 600, LOT 601, LOT 604)	0.496 AC
TOTAL LANDSCAPE, DRAINAGE, UTILITY, PARKS LOTS = 7		1.278 AC
TOTAL SINGLE FAMILY LOTS = 144		22.434 AC
TOTAL RIGHT-OF-WAY		5.882 AC
TOTAL ACREAGE OF SUBDIVISION		29.591 AC

PUBLIC UTILITY EASEMENT LOCATION DETAIL FOR SUBJECT LOTS SHOWN WITH * (NOT TO SCALE)



TYPICAL PUBLIC UTILITY EASEMENT DETAIL LOCATION (NOT TO SCALE)



SUNFIELD PHASE THREE, SECTION FIVE "C" FINAL PLAT 29.591 ACRES, CITY OF BUDA E.T.J. HAYS COUNTY, TEXAS

Kimley»Horn

601 NW Loop 410, Suite 350 TBP FIRM # 928 Tel. No. (210) 541-9166
San Antonio, Texas 78216 TBP/PLS FIRM # 10193973 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MAV	JGM	05/10/2018	064404034	3 OF 3

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to select K Friese,& Associates to perform all related planning and engineering services needed for updating the Hays County Transportation Plan; and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 21, 2020	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcharding	SMITH	N/A

SUMMARY

This action will provide for an updated Transportation Plan.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order #1 in the amount of \$7,316 to the Professional Services Agreement between Hays County and Myers Concrete Construction for the Elections Public Entrance Remodel project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 21, 2020	\$7,316

LINE ITEM NUMBER

170-657-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	INGALSBE	N/A

SUMMARY

Change Order #1 for is needed for work related to the Hays County Government Center Elections Public Entrance for the installation of handrails (62 LF) to the sidewalk. This change order includes all labor and materials. Funds are available within the Infrastructure Improvement Fund for this amendment.

Attachment: Myers Change Order #1

Budget Amendment:

Decrease .5448 Contract Services

Increase .5741 Misc Capital Improvements

MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676

512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
www.myersconcrete.com email: info@myersconcrete.com

SBE/WBE/HUB Certified

Hays County
Attn: Chris Deichmann

512-393-7659

chris.deichmann@co.hays.tx.us

January 6, 2020

PROPOSAL

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:
 - A. Install Handrail to Sidewalk - 62 LF
2. Exclusions: Bonds, Permits, Testing, Rock Excavation, Erosion Control, Striping, Embeds or Anchors, Demo, and Utilities Not Clearly Marked
3. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
4. Contract must be signed and returned prior to any commencement of work
5. 3% Surcharge will be assessed if paying with a credit card
6. Draws paid as work progresses and payment in full upon completion.
7. **Total Price for Work Listed Above** **\$7,316.00**



Myers Concrete Construction, LP
By Randy Myers, VP of Myers Concrete, LLC, GP

Hays County

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an \$8,000 Grant Award Contract with the United Way for Greater Austin for the Central Texas 2020 Get-Out-The-Count Efforts and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 21, 2020	N/A

LINE ITEM NUMBER

001-712-99-16]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
TAMMY CRUMLEY	BECERRA	N/A

SUMMARY

On November 26th, 2019 the Commissioners' Court voted to ratify the submission of an application to the United Way for Greater Austin in the amount of \$3,000 for Get-Out-The-Count efforts in Hays County and to be facilitated by the County's Complete Count Committee (CCC). United Way recognized a need and opted to grant additional funding of the project totaling \$8,000. Any portion of the aggregate amount not yet expended by Hays County, and/or not encumbered shall be returned within thirty (30) days following the termination of the contract.

Grant Period:
1/1/2020 - 7/31/2020

Budget:
Increase .4610 Contributions (\$8,000)
Increase .5461 Printing Services \$1,885
Increase .5391 Miscellaneous \$6,115

Attachment:
United Way for Greater Austin 2020 Census Grant Award Contract

2020 CENSUS GRANT AWARD CONTRACT TEMPLATE

This Grant Award Contract (this “Contract”) is entered into as of this **1st of January, 2020** (the “**Effective Date**”), by and between **United Way for Greater Austin**, a Texas non-profit corporation with its principal offices located at 2000 E. MLK Jr. Blvd. Austin, TX 78702 (“**United Way ATX**” or “**we**”), and **Hays County** a Texas government entity with its principal offices located at 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666 (“**Grantee**” or “**you**”) serving as the fiscal agent for Hays County Complete Count Committee. United Way ATX and Grantee may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. Grant Award

United Way ATX hereby awards to Grantee and Grantee accepts from United Way ATX, for use strictly in accordance with the specific contract requirements set forth in Attachment A (the “**Specific Contract Requirements**”), funding in the aggregate amount of **\$8,000**.

2. Term

The term of this Contract begins on the 1st of January, 2020 and ends on 31st of July, 2020 (the “**Term**”), unless terminated at an earlier date in accordance with Section 3 of this Contract. Grantee shall, within thirty (30) days following any termination of this Contract for any reason, return to United Way ATX any portion of the Aggregate Amount not yet expended by Grantee, and/or not encumbered in accordance with the Specific Contract Requirements as of the termination date.

3. Early Termination

Either Party may terminate this Contract by giving written notice to the other Party at least thirty (30) days prior to the intended date of termination. If terminated, payment hereunder will be pro-rated through the actual date of termination. United Way ATX and Grantee shall effect any termination of this Contract through respectful processes and dialogue. United Way ATX and Grantee shall, prior to release, mutually agree on the content, timing and form of any and all press releases regarding termination of this Contract. No other information regarding termination of this Contract shall be released to the media.

4. Reports

Grantee shall provide to United Way ATX periodic reports in accordance with the schedule and distribution method set forth in Attachment A.

5. Inclusiveness Policy

Grantee shall comply with the principles set forth in United Way ATX’s Inclusiveness Policy, a copy of which is attached hereto and incorporated herein as Attachment B.

6. Compliance with Laws

Grantee shall comply with all applicable federal, state, and local laws and regulations in performing and providing services under this Contract. In addition, and as a condition to Grantee's receipt of any United Way ATX funds under to this Contract, Grantee's duly authorized representative, on behalf of Grantee, shall sign and deliver to United Way ATX the Anti-Terrorism Compliance Measures Certification Form attached hereto as Attachment C.

7. Branding; Publicity

United Way ATX and the funding partners may request information, including client stories, for use in its fundraising and marketing materials. We respect your clients' confidentiality and will work with you to ensure stories are shared in a mutually agreeable way.

Grantees will be asked to acknowledge the funding collective when communicating about this work. Details provided in Grantee Guidelines.

8. Relationship of the Parties

The relationship of United Way ATX and Grantee is that of independent contractor. Despite public statements to the effect that the United Way ATX and Grantee are "partners," the use of such term is intended simply as a metaphor for the cooperation between United Way ATX and Grantee in connection with their pursuit of their individual missions. This Contract does not create, and shall not be deemed to create, any partnership, joint venture, agency, or employment relationship between United Way ATX and Grantee. Grantee shall retain the exclusive authority to direct its affairs and operate its programs. Neither this Contract nor the Aggregate Amount creates an obligation on the part of United Way ATX to continue funding Grantee or its programs.

9. Indemnity and Hold Harmless

Grantee agrees, for itself and its assigns, to indemnify, defend and hold United Way ATX and its affiliates, officers, directors, employees, representatives and agents (each, a "**United Way ATX Indemnified Party**") harmless from and against (and to reimburse each United Way ATX Indemnified Party for) all demands, liabilities, claims, actions, judgments, amounts paid in settlement, fines, penalties, losses, costs, damages, deficiencies or expenses, including interest, court costs and reasonable fees of attorneys, accountants and other experts, arising out of or resulting from the performance, failure to perform or default of Grantee under this Contract.

10. Confidentiality

Each party agrees that it will not use for any purpose or disclose to any third part any confidential information of the other party without the express written consent of the other party.

11. Notices

All notices given or required hereunder shall be in writing and shall be sufficiently given if delivered personally, by prepaid United States first class mail, by a recognized overnight delivery service or by fax or other electronic means directed as follows:

If to United Way ATX:
United Way for Greater Austin
2000 E. MLK Jr. Blvd
Austin, TX 78702
Attention: Mariana Salazar
Telephone: 512.382.8606
Email: mariana.salazar@uwatx.org

If to Grantee:
Hays County CCC
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
Attention: Ruben Becerra
Telephone: 5123932205
Email: judge.becerra@co.hays.tx.us

CC: Anita Collins
Telephone: 512-393-2205
Email: anita.collins@co.hays.tx.us

CC: Efren Chavez Jr.
Telephone: 512-749-1161
Email: efren.chavez@co.hays.tx.us

12. Attachments

The attachments hereto are an integral part of this Contract and are incorporated herein by reference as if fully set forth herein.

13. Entire Agreement

This Contract, together with the attachments to this Contract, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Contract and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter of this Contract.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstance will, to any extent, be held illegal, invalid, or unenforceable under applicable laws or becomes unenforceable because of judicial construction, the remaining terms and provisions of this Contract and the application thereof to other persons or circumstances shall not be affected by such illegality, invalidity, or unenforceability.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Contract as of the Effective Date.

United Way for Greater Austin	Hays County
BY: _____ <p style="text-align: center;">Signature</p>	BY: _____ <p style="text-align: center;">Signature</p>
DATE: _____	DATE: _____
Name: David C. Smith	Name: Ruben Becerra
Title: CEO	Title: Hays County Judge
	Federal Tax ID#: 74-6002241

- Attachments:
- (A) Specific Contract Requirements
 - (B) Inclusiveness Policy
 - (C) Anti-terrorism Compliance Measures Certification

Attachment A

1. SPECIFIC GRANT REQUIREMENTS

Grant funding for the contracting period of January 1, 2020 to July 31, 2020, is awarded for the focus area(s), strategy(ies), and program(s) identified below:

Project Title: Central Texas 2020 Census Get-Out-The-Count

Program Description: The Hays County Complete Count Committee (CCC) will outreach to hard-to-count populations including: persons with low response rate in the previous census and minority and low-income populations concentrated in San Marcos and along and east of the I-35 corridor. This effort plans to inform and assist 150 persons in completing their census.

Project Scope of Work: The Hays County CCC will educate and assist people to participate in the 2020 Census by:

- 1) Printing and distributing educational materials in English, Spanish and other languages as necessary.
- 2) Conducting outreach by hosting town hall events and tabling efforts at local events and fairs where people can complete the census.

2. OTHER REQUIREMENTS

- **Phase 1 - Education and Promotion: January 1 – March 11, 2020**

From January 1- March 11, awardees are expected to educate and raise awareness to encourage census participation and share with communities their “get-out-the-count” plan to be executed in the second phase of the grant.

- **Phase 2- Mobilization and Action: March 12 – July 31, 2020**

From March 12- July 31, awardees are expected to execute their get-out-the-count plans, facilitating opportunities for persons to complete the census. During this period, awardees may facilitate census completion by for example providing devices or internet access where people can complete the census.

Grantee must be aware that while they can and should provide opportunities for people to complete the census, no person should be coerced to do so, nor should service provision be ever tied to the completion of the census. Since the census collects personal identifiable information, only staff who work for the Census Bureau who have taken extensive training and have taken an oath of confidentiality, can help persons complete the census. Grantee can however answer questions, and provide opportunities for people to voluntarily complete the census on technology (e.g. tablets or phone) provided by grantee.

- Grantee must collaborate and coordinate with Central Texas Census Bureau field staff, local Complete Count Committees (CCCs) and other grantees of these funds to avoid duplication of

efforts and share strategies and lessons learned. Coordination may include, but is not limited to, sharing with others information on the geographic area to be covered, and participating in regional coordinating meetings, calls, and/or other efforts.

- Grantee agrees to be added to communication lists (including email lists) to receive communication related to this work.
- Grantee’s staff involved in the execution of the grant must attend one of the *UWATX Census Ambassador Trainings* to be held on January 13 or January 30, 2020 to learn key aspects of the 2020 Census. Staff must register to participate at [this link](#).
- Grantees must attend an in-person meeting on March 4th at 10:00 a.m. to share with the cohort of awardees lessons learned to date and a plan of action for the rest of the grant period.
- Grantee agrees to monitor [Census Bureau’s ROAM Map](#) and [CUNY’s Hard-To-Count Map](#) that will display daily self-response rates by census tract during the self-response period between March 12 – July 31, 2020. Monitoring this information will help inform Grantee’s get-out-the-count strategies.
- Grantee should report to United Way ATX on the monthly report on changes affecting the project, such as staffing, funding, or other factors impacting the project outlined above during the monthly report or early if deemed necessary.
- If Grantee is providing census-related services that can be accessed by the general public, Grantee must complete this [2-1-1 Census Agency Listing](#) form by January 15th, so Grantee can be included in United Way ATX 2-1-1 referral database. Grantee must submit a new form within a week of any new census services being offered.

3. REPORTING

Monthly reports are due on the 7th of each month to cover the activities of the preceding month. An online reporting template will be provided.

Reporting Schedule

Report	Due Date*
January Activities	February 7, 2020
February Activities	March 9, 2020
March Activities	April 15, 2020
April Activities	May 7, 2020
May Activities	June 7, 2020
June Activities	July 8, 2020
Final Report	August 7, 2020

*When reporting falls on a weekend, these reports are due the next business day.

Grantee must report the following information on a monthly basis:

1. Total number of unique members of hard-to-count communities engaged through direct outreach efforts. We will ask grantees to report the following information.

# of Individuals Engaged <i>(Jan 1st – July 31st)</i>	# of Individuals for whom census completion was facilitated <i>(March 12th – July 31st)</i>	Date	Outreach Method <i>(e.g. phone, event, door-knocking)</i>	Location <i>(e.g. name of institution, street name or zip code)</i>	Staff/Volunteer Name who conducted outreach	Hard-to-count Category

2. Lessons learned (successes and challenges) in the month.
3. Success stories to share with the public and peer awardees and any cumulative lessons learned.
4. Describe the monthly changes affecting the project, such as staffing, funding, or other factors impacting the project.

4. PAYMENT SCHEDULE

Payment Issued	Payment Amount
January 30, 2020	8000

Attachment B

INCLUSIVENESS POLICY

Our Vision

United Way believes that we are one community with many parts, a community that is stronger when we draw upon the insight, energy, talent and economic resources of all parts of our community for the benefit of the whole. We will work to foster a climate of openness, inclusion, and respect, and to draw upon the energy that results from the elimination of barriers and from real personal and organizational growth.

Notwithstanding lofty visions, policies and goals, we recognize that neither our organization nor any other has eliminated prejudice and other barriers to the community we seek, and that real work, change and growth are necessary in our organization and in those with which we partner. We believe in the value of honest dialogue, and are committed to act.

This policy statement will guide our work to promote positive change in our United Way and in our community.

Staff and Volunteers

We will seek out, include, respect and make welcome people from every part of our community as employees and as volunteers. We will provide employment, advancement and volunteer opportunities without excluding anyone on the basis of race, color, religion, gender, ethnicity, national origin, age, disability or sexual orientation, or any other factor not relevant to a person's ability to contribute to our organization.

Partnerships with Agencies

We will direct community fund dollars to agencies that:

a. share our view of collaborative and inclusive service to the entire community, without excluding anyone on the basis of race, color, religion, gender, ethnicity, national origin, age, disability, sexual orientation, or any other factor not relevant to a person's eligibility for service or ability to contribute, and

have proven themselves to be effective in addressing critical health and human service needs.

These agencies will be our partner agencies. We recognize that both faith-based and secular organizations play a vital role in providing services to our community, and we will continue to fund and partner with both types of organizations.

We recognize that some partner agencies may legitimately target their services to defined segments of our community most in need of service, and we will use common sense in evaluating each agency's service focus. Within that target client base, services must be open to participation by all in our

community. We respect the work and expertise of our partners and will support their efforts in every way we can.

Pledge to Our Community

We will provide our services to the entire community, and will seek opportunities to build community through dialogue and positive interaction among groups and individuals. We will hold ourselves and our partnerships accountable to this value.

Approved by the United Way for Greater Austin Board of Directors, March 20, 2002,

Attachment C

ANTI-TERRORISM COMPLIANCE MEASURES CERTIFICATION

I hereby certify on behalf of Hays County that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

Print Name: _____

Title: _____

Signature: _____

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to utilize budgeted funds to establish a Magistration Division serving both the District Courts and the County Courts at Law and budgeted under the umbrella of the District Courts, to include one (1) new Associate Judge, one (1) new Justice Clerk, Contracting for Magistration, operating supplies and equipment and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 21, 2020	\$195,000

LINE ITEM NUMBER

[001-608-17]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Steel	SHELL	N/A

SUMMARY

During the FY20 budget process, the court set aside \$195k to establish a magistration division. The District Courts and the County Courts at Law would like to move forward with this process in order to establish the positions and begin the hiring process.

The Associate Judge position will be established effective 1/27/2020 and appointed by both the District Judges and the County Courts at Law Judges, with a salary not to exceed \$100k (annualized). The Justice Clerk position will be established effective 2/17/2020 with a starting salary of \$28,738 (annualized). Additionally, initial computer equipment purchases, and an operating budget will be established as follows:

Budget Amendment:

- (\$195,000) - Decrease Co-Wide Salary Adjustments
- \$ 86,712 - Increase Staff Salaries
- \$ 18,201 - Increase FICA/Medicare/Retirement
- \$ 15,489 - Increase Insurances
- \$ 62,798 - Increase Contract Services (Magistration Contracting)
- \$ 3,200 - Increase Computer Equipment (2-Scanners)
- \$ 2,000 - Increase Computer Equipment (Laptop-Associate Judge)
- \$ 2,500 - Increase Data Supplies (VDI, Monitors, UPS, Speakers, 2-Printers)
- \$ 350 - Increase Software Licenses (2-Adobe Pro)
- \$ 750 - Increase Office Supplies
- \$ 500 - Increase Membership Fees & Bonds
- \$ 500 - Increase Printing
- \$ 500 - Increase Telephone Expenses
- \$ 1,500 - Increase Continuing Education