



FILED this 11th day of Dec 20 14
2:40 P. M
CAROL HOLCOMB
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By: Heaven Williams Deputy

Notice of Meeting
Commissioners Court of Caldwell County, Texas

Notice is hereby given that a meeting of the Caldwell County Commissioners Court will be held on the 15th day of December, 2014 at 9:00 A.M. at 1703 South Colorado, Lockhart, Texas at which time the following subjects will be discussed, considered, passed or adopted, to wit:

Note: Commissioners Court Meeting packets are prepared several days prior to each meeting. This information is reviewed and studied by the Court members, eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of the Court.

Start times for regular agenda items are tentative; some items may be held earlier or later than the scheduled time.

For the convenience and comfort of members of the public and Caldwell County officials and employees, the Commissioners Court may take a recess from 10:30-10:45 a.m. and from noon to 1:30 p.m.

Agenda

Call Meeting to order.

2014.12.15.01 Invocation. Lockhart Ministry Alliance.

2014.12.15.02 Pledge of Allegiance to the Flags. (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).

2014.12.15.03 Announcements: Items or comments from Court Members or Staff.

2014.12.15.04 Citizens' Comments: At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comments will continue as the last agenda item of the day).

2014.12.15.05 Consent Agenda. (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).

A. To approve Commissioners Court Minutes for December 8th, 2014.

- B. To approve Caldwell County employee's renewal of Bonds for the following:

Edward Moses, Jr., Commissioner, Precinct 2, Official Bond and Oath No. 62238921 for Caldwell County in the amount of Three Thousand dollars for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$177.50.

Neto Madrigal, Commissioner, Precinct 3, Official Bond and Oath No. 15663556 for Caldwell County in the amount of Three Thousand dollars for the term beginning January 1, 2015 and ending January 1, 2017. **Cost:** \$92.50.

Fred Weber, District Attorney, Official Bond and Oath No. 62238849 Caldwell County in the amount of Five Thousand dollars for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$177.50.

Lori Rangel, Treasurer, Official Bond and Oath No. 15530864 for Caldwell County in the amount of One Hundred Thousand dollars for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$1,775.00.

County Clerks, Official Bond and Oath No. 18263303 for Caldwell County in the amount of One Hundred Thousand dollars for the term beginning January 1, 2015 and ending January 2, 2016. **Cost:** \$350.00.

Homer Horne, Justice of the Peace, Precinct 2, Official Bond and Oath No. 15530861 for Caldwell County in the amount of One Thousand dollars for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$177.50.

Richard Callihan, Constable, Precinct 2, Official Bond and Oath No. 14268135 for Caldwell County in the amount of One Thousand Five Hundred dollars for the term beginning January 1, 2015 and ending January 1, 2018. **Cost:** \$135.00.

Ben Brady, Justice of the Peace, Precinct 3, Official Bond and Oath No. 62238883 for Caldwell County in the amount of One Thousand dollars for the term beginning January 1, 2015 and ending January 1, 2019. **Cost:** \$177.50.

Margarito Zapata, Jr., Constable, Precinct 3, Official Bond and Oath No. 15663557 for Caldwell County in the amount of One Thousand Five Hundred dollars for the term beginning January 1, 2015 and ending January 1, 2017. **Cost:** \$92.50.

Raymond DeLeon, Justice of the Peace, Precinct 4, Official Bond and Oath No. 15530862 for Caldwell County in the amount of One Thousand dollars for the term beginning January 1, 2015 and ending January 1, 2016. **Cost:** \$177.50.

- C. To approve Continuing Education for Darla Law, Caldwell County Tax Assessor-Collector for the year January 1, 2014 through December 31, 2014.

2014.12.15.06 Reports. None.

2014.12.15.07 Special Presentations. Presentations to County Judge, Tom D. Bonn and Commissioner Buchholtz for their commitment and service to the citizens of Caldwell County.

(ALL OTHER AGENDA ITEMS)

2014.12.15.08 Discussion/Action regarding Burn Ban for Caldwell County. **Cost:** None; **Speaker:** Judge Bonn/Martin Ritchey; **Backup:** None.

2014.12.15.09 Discussion/Action to approve Resolution No. 23-2014 ordering that Volunteer Emergency Medical Personnel be removed from Workers' Compensation benefits under the County's contract with Texas Association of Counties Risk Management Pool. **Cost:** None; **Speaker:** Judge Bonn/Larry Roberson; **Backup:** 1.

2014.12.15.10 Discussion/Action to accept public streets and drainage of Sunrise Meadows Subdivision Phase I development as complete and ready to begin the two year performance period of said public improvements as evidenced by a maintenance bond in the amount of \$28,383.25. **Cost:** None; **Speaker:** Commissioner Roland/Dwight Jeffrey; **Backup:** 1.

2014.12.15.11 Discussion/Action to accept public improvements in Terra Verde Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Terra Verde Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance. **Cost:** None; **Speaker:** Commissioner Roland/Dwight Jeffrey; **Backup:** 1.

2014.12.15.12 Discussion/Action to authorize Judge Bonn to negotiate and sign a contract with **Jones & Carter, Inc.** to provide engineering services for the four SH 130 Concession Funded county road projects. **Cost:** TBD; **Speaker:** Judge Bonn/Michael Aulick; **Backup:** 1.

2014.12.15.13 Discussion Action to appoint Commissioner Alfredo Muñoz as Caldwell County's representative on the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board (TPB). **Cost:** None; **Speaker:** Commissioner Muñoz; **Backup:** 1.

2014.12.15.14 Adjournment

As authorized by the Texas Government Code, the Commissioners' Court of Caldwell, County, Texas reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above as they may relate to Texas Government Code Section 551.071(1) (Consultation with Attorney about pending or contemplated litigation or settlement offers);

Texas Government Code Section 551.071(2) (Consultation with Attorney when the Attorney's obligations under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code);

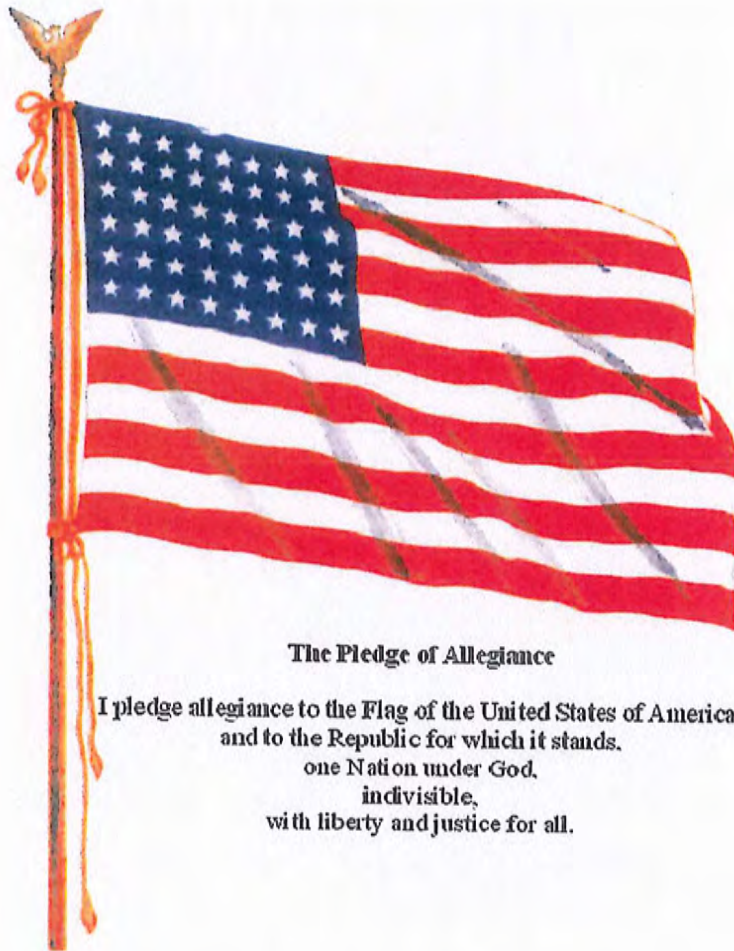
Texas Government Code Section 551.072 (Deliberations About Real Property); Texas Government Code Section 551.073 (Deliberations about Gifts and Donations); Texas Government Code Section 551.074 (Personnel Matters); Texas Government Code Section 551.0745 (Deliberations about a County Advisory Body); Texas Government Code Section 551.076 (Deliberations about Security Devices); and Texas Government Code Section 551.087 (Economic Development Negotiations).

In the event that the Court adjourns into Executive Session, unless otherwise specified on the agenda, the Court will announce any other parties who are authorized to be present during the deliberations in Executive Session and will announce under what section of the Texas Government Code the Commissioner's Court is using as its authority to enter into an Executive Session. The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the County Judge's office at 512-398-1808 for further information.

www.co.caldwell.tx.us

Invocation – Lockhart Ministry Alliance

Pledge of Allegiance to the Flag.



The Pledge of Allegiance

I pledge allegiance to the Flag of the United States of America,
and to the Republic for which it stands,
one Nation under God,
indivisible,
with liberty and justice for all.

**(Texas Pledge: Honor the Texas flag;
I pledge allegiance to thee, Texas,
one state under God, one and
indivisible).**

Pledge to the Texas Flag



Honor the Texas
Flag; I pledge
allegiance to thee,
Texas, one state
under God, one and
indivisible

Announcements:

**Items or comments from Court
Members or Staff.**

Citizens' Comments:

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2014.12.15.05 Consent Agenda. (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).

A.

CALDWELL COUNTY
COMMISSIONERS COURT MINUTES
110 S. Main St. 2nd Floor Courtroom, Lockhart, Texas
Regular Meeting December 8, 2014 9:00 a.m.



TOM D. BONN County Judge
CAROL HOLCOMB County Clerk

ALFREDO MUÑOZ Commissioner Pct. 1
FRED F. BUCHHOLTZ Commissioner Pct.2
NETO MADRIGAL Commissioner Pct. 3
JOE IVAN ROLAND Commissioner Pct.4

Commissioner Roland arrived-8:40 a.m.
Commissioner Madrigal arrived -9:10 a.m. after workshop

Judge Bonn welcomed everyone to the first Commissioner Court meeting at the Courthouse.

8:30 A.M.

WORKSHOP (No Action): Report from program manager on remodeling of the new Caldwell County Judicial and Service Center. No action will be taken at this time. Project Manager Les Reddin gave a status update on the new Justice Center and the progress that has been made since the move has begun. Human Resource Director Deborah Kortan spoke about the accident reports that have been filed due to falls already at the edge of the entry way. There are also people that have not observed the yellow construction tape and went around it. County Auditor Larry Roberson clarified the County Budget report and the budget amendments that were on today's agenda. He acknowledged that payment completions should be by the end of December. Judge Bonn complimented Les Reddin on the job that was done for the County. Commissioner Muñoz felt that it had been a good plan to hire Les and the project looked very nice. Les thanked the Court for the opportunity to work with the County. Commissioner Madrigal said that many of the citizens had commented that the building did not look like a Wal-Mart anymore. Commissioner Muñoz commented to Les that he hadn't seen any publicizing for the open house on December 15, at 6:30 p.m. for those who couldn't make it that morning. Judge Bonn thanked all of those involved with the project. Commissioner Roland thanked all that were involved and said that he had come out this week and was very pleased.

Call Meeting to order.

- 2014.12.08.01** **Invocation.** Lockhart Ministry Alliance.
Father Ed Karasek with St. Mary of the Visitation opened the meeting with prayer.
- 2014.12.08.02** **Pledge of Allegiance to the Flags.** (Texas Pledge: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible).
Judge Bonn led all present in the Pledge to both Flags.
- 2014.12.08.03** **Announcements:** Items or comments from Court Members or Staff.
Commissioner Roland complimented the Lockhart Lion Basketball team this year. They have played very well as a team. They have won 3 of 6 games so far this season.
Judge Bonn commented to all involved that the Justice Center was a job well done.
Commissioner Madrigal welcomed everyone to the meeting in the Courtroom at the Courthouse.
Commissioner Muñoz congratulated the City of Lockhart for the great turnout for "Dickens" this past weekend.

COMMISSIONERS COURT MINUTES
Regular Meeting on December 8, 2014

2014.12.08.04 **Citizens' Comments:** At this time any person may speak to Commissioners Court if they have filled out a Caldwell County Commissioners Court Participation Form. Comments will be limited to four (4) minutes per person. No action will be taken on these items and no discussion will be had between the speaker(s) and members of the Court. The Court does retain the right to correct factual inaccuracies made by the speakers. (If longer than 30 minutes, then the balance of comments will continue as the last agenda item of the day).

No Speakers

2014.12.08.05 **Consent Agenda.** (Any member of the Court may request that an item within the Consent Agenda to be moved to the Regular Agenda for further discussion and action).

- A. Pay Bills in the amount of \$466,966.28 for December 8th, 2014.
- B. To approve Commissioners Court Minutes for November 17th, 2014.
- C. To approve Invoice #214 for November 2014 timesheet for Les Reddin, LongLife Projects in the amount of \$8,100 for the Justice Service Center project management work.
- D. To approve Application and Certificate for Payment #11 for Braun and Butler Construction in the amount of \$290,605.95 the Caldwell County Justice Center.
- E. To approve Invoice #10 from Aulick & Associates in the amount of \$5,000 (40 hours at \$125/hour) for consultant services for the period of November 1st – 30th, 2014, regarding transportation projects for Caldwell County.
- F. To approve Resolution #21-2014 for the 2015 Caldwell County Indigent Defense Grant Program.
- G. To approve Resolution #22-2014 authorizing application for the Caldwell County Hog Out Program.
- H. To approve the replacement of Judge Bonn on the CAPCOG General Assembly with County Judge-elect Ken Schawe, for a term from January 2015 to expire December 31, 2015.
- I. To approve a one-time \$1,000 donation to the Caldwell County Courthouse Decorating Committee for the purchase of new Christmas decorations
- J. To approve the location for Commissioners Court meeting on December 15th, 2014 at the new Caldwell County Justice Center at 9:00 AM, 1703 S. Colorado, Lockhart, Texas in the court room.
- K. To approve the broker contract for Davis Equity Realty to represent Caldwell County in the sale of the buildings at 201 E. San Antonio Street and 100 E Market Street in Lockhart, Texas.
- L. To approve Caldwell County employee's renewal of Bonds for the following:

Joe Roland, Commissioner, Precinct 4, Official Bond and Oath No.13745633 for Caldwell County in the amount of Three Thousand for the term beginning January 1, 2015 and ending January 1, 2019. Cost: \$177.50.

Carol Holcomb, County Clerk, Official Bond and Oath No. 24864251 for Caldwell County in the amount of One Hundred Thousand for the term beginning January 1, 2015 and ending January 1, 2019. Cost: \$1,242.50.

COMMISSIONERS COURT MINUTES
Regular Meeting on December 8, 2014

Tina Morgan Freeman, District Clerk, Official Bond and Oath No. 14920444 for Caldwell County in the amount of One Hundred Thousand for the term beginning January 1, 2015 and ending January 1, 2019. Cost: \$1,242.50.

Dwight Jeffrey, Road Administrator Continuation Certificate Bond No. 14938679 for Caldwell County in the amount of Three Thousand for the term beginning January 1, 2015 and ending January 1, 2016. Cost: \$50.

Matt Kiely, Justice of the Peace, Precinct 1, Official Bond and Oath No. 24864225 for Caldwell County in the amount of One Thousand for the term beginning January 1, 2015 and ending January 1, 2019. Cost: \$177.50.

Victor Terrell, Constable, Precinct 1, Official Bond and Oath No. 15528920 for Caldwell County in the amount of One Thousand Five Hundred for the term beginning January 1, 2015 and ending January 1, 2019. Cost: \$92.50.

Shanna Conley, Court Clerk, Justice of the Peace, Precinct 2 Continuation Certificate Bond No. 15530866 for Caldwell County in the amount of One Thousand for the term beginning January 8, 2015 and ending January 8, 2016. Cost: \$50.
Commissioner Buchholtz would like to remove "K" and discuss separately. Motion made by Commissioner Muñoz, second by Commissioner Buchholtz to approve items "A, B, C, D, E, F, G, H, I, J & L. All Voting "Aye"

2014.12.08.06

Reports.

Elections Department – Pamela Ohlendorf (*Not Present*)

Septic and Subdivision Report – Kasi Miles

Kasi Miles gave the Septic and Sanitation report for the month of November 2014. At this time she has exceeded her budget for the year by \$3,688.00.

Treasurer's Report – Lori Rangel (*Report Not Ready*)

2014.12.08.07

Special Presentations. None.

Consent Agenda Item

- K. To approve the broker contract for Davis Equity Realty to represent Caldwell County in the sale of the buildings at 201 E. San Antonio Street and 100 E Market Street in Lockhart, Motion made by Judge Bonn, second by Commissioner Madrigal to move this item to the last agenda item before Adjournment. All Voting "Aye"

(ALL OTHER AGENDA ITEMS)

2014.12.08.08

Discussion/Action to approve the General Contractors Change Order proposal to provide three years maintenance on critical systems for the Caldwell County Justice Center. **Cost:** \$144,336.93

Project Manager Les Reddin explains the reasoning behind the proposal. Commissioner Muñoz explains that there are concerns that a warranty could be voided if licensed contractors do not perform the maintenance. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve the General Contractors Change Order proposal to provide three years maintenance on critical systems for the Caldwell County Justice Center at a cost of \$144,336.93. All Voting "Aye"

2014.12.08.09

Discussion/Action to approve the change order for reduction of the General Contractors GMP in the amount of \$226,302 of unused funds from the Caldwell County Justice Center. Project Manager Les Reddin read a few of the items on the change order. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve the change order for reduction of the General Contractors GMP in the amount of \$226,302 of unused funds from the Caldwell County Justice Center. All Voting "Aye"

COMMISSIONERS COURT MINUTES
Regular Meeting on December 8, 2014

- 2014.12.08.10** **Discussion/Action** to approve the purchase of a Self-Contained Breathing Apparatus (SCBA) and an Automatic External Defibrillator Unit (AED) for use in the Justice Center. SCBA – not to exceed \$4,500; AED – not to exceed \$2,500
Emergency Management Coordinator Martin Ritchey explained the requirement of the SCBA. Deputy Chief David Brent explained that State required that the employees of the jail were certified on the SCBA. Martin recommended a Red Cross training class for employees at the Justice Center. Motion made by Commissioner Madrigal, second by Commissioner Muñoz to approve the purchase of a Self-Contained Breathing Apparatus (SCBA) not to exceed \$4,500 and an Automatic External Defibrillator Unit (AED) not to exceed \$2,500. All Voting “Aye”
- 2014.12.08.11** **Discussion/Action** concerning moving the Swagit recording equipment for Commissioners Court meetings to the 2nd floor courtroom at 110 S. Main Street and the audio issues with the courtroom.
Doug Schomette explained to the Court that any questions of historical changes should be directed to the Texas Historical Commission and the Courthouse Preservation Committee. He believed that it would be okay to put area rugs down to assist with the audio issues. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to not to exceed \$6,000.00. All Voting “Aye” Motion made by Commissioner Madrigal, second by Commissioner Roland to move the Swagit cameras to the Courthouse Courtroom with the approval from the Courthouse Preservation Committee. All Voting “Aye”
- 2014.12.08.12** **Discussion/Action** to reappoint Ben Twidwell and James Lipscomb to another four-year term on the Plum Creek Conversation District Board of Directors.
Motion made by Commissioner Roland, second by Commissioner Madrigal to reappoint Ben Twidwell and James Lipscomb to another four-year term on the Plum Creek Conversation District Board of Directors. All Voting “Aye”
- 2014.12.08.13** **Discussion/Action** to appoint three individuals to the Caldwell County Emergency Services District No. 2 Board who will each serve a two year term. Recommended appointees are: Mrs. Terry Pim, Ms. JoAnne Germer, and Mr. Bobby Barboza.
Commissioner Madrigal commented that he had spoken to former Judge Duesterheft and that the nominees would like to serve on the Board. Motion made by Commissioner Madrigal, second by Commissioner Muñoz to appoint Mrs. Terry Pim, Ms. JoAnne Germer, and Mr. Bobby Barboza. All Voting “Aye”
- 2014.12.08.14** **Discussion/Action** to approve the engineer consulting firm of Jones & Carter, Inc. as recommended by the Consultant Selection Committee for SH 130 Concession Funded projects.
Michael Aulick spoke to the Court and explained to the Court that the committee recommended Jones & Carter. Mr. Aulick and County Auditor Larry Roberson explained the process for reimbursement of fees for the Consultant and the Engineer that takes place from TXDOT. Motion made by Commissioner Muñoz, second by Commissioner Madrigal to approve the engineer consulting firm of Jones & Carter, Inc. as recommended by the Consultant Selection Committee for SH 130 Concession Funded projects. All Voting “Aye”
- 2014.12.08.15** **Discussion/Action** to further extend period for final action on preliminary plat application of 130 Environmental Park as allowed by section 3.4(G) of the Caldwell County Development Ordinance. This extension will provide the applicant additional time to respond to comments from the county’s engineer consultant and the county’s engineer consultant additional time to review the updated information.
Kasi Miles explained the request for the extension. Tracy Bratton recommends that the Court extend for 30 days from December 27TH, 2014 with 30 days and for 15 days to respond on technical questions. All Voting “Aye” Commissioner Roland let everyone know that the committee that was formed to review takings impact will be meeting on Tuesday morning, Dec. 9, 2015 in Judge DeLeon’s Courtroom.

COMMISSIONERS COURT MINUTES
Regular Meeting on December 8, 2014

- 2014.12.08.16** **Discussion/Action** to set public hearing for approval of preliminary plat for 130 Environmental Park Subdivision located north of FM 1185 between U.S.183 and Hommanville Trail at 9:30 a.m. on December 15, 2014, if the extension is not approved by commissioner's court.
N/A
- 2014.12.08.17** **Discussion/Action** to accept public improvements in Terra Verde Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Terra Verde Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance.
Motion made by Commissioner Muñoz, second by Judge Bonn to table until December 15 meeting. All Voting "Aye"
- 2014.12.08.18** **Discussion/Action** to accept public improvements In Highland Ranch Phase I Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Highland Ranch Phase I Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance.
Motion made by Commissioner Roland, second by Commissioner Buchholtz to accept public improvements In Highland Ranch Phase I Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Highland Ranch Phase I Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance. All Voting "Aye"
- 2014.12.08.19** **Discussion/Action** to release letter of credit for Verde Ranch Developments, LLC, Sunrise Meadows Subdivision Phase I in the amount of \$10,000.00 posted for the re-vegetation project.
Motion made by Commissioner Roland, second by Commissioner Madrigal to approve the release letter of credit for Verde Ranch Developments, LLC, Sunrise Meadows Subdivision Phase I in the amount of \$10,000.00 posted for the re-vegetation project. All Voting "Aye"
- 2014.12.08.20** **Discussion/Action** to authorize the filing of a Final Plat (Short Form Procedure) for Sunrise Meadows, Phase 2A.
Kasi Miles told the Court that all the papers and fees had been taken care of. She explained that part of the total property had some drainage issues but this piece of property did not.
Motion made by Commissioner Roland, second by Commissioner Madrigal to authorize the filing of a Final Plat (Short Form Procedure) for Sunrise Meadows, Phase 2A. All Voting "Aye"
- 2014.12.08.21** **Discussion/Action** to approve Resolution #20-2014 concerning the support of Commissioners Court for proposed legislation regarding the creation of Cotton Center Municipal Utility District No. 1.
Becky Collins with Walton Development spoke to the Court requesting their support with the Resolution. Commissioner Madrigal asked if there might be land set aside for schools in the development. She replied that there was land set aside for schools. Commissioner Muñoz asked about Emergency services or Fire Departments. She replied that at this time there were no sites set aside for this but they would be happy to discuss plans for that. Judge Bonn asked about the donation of land for the right of way. He commented that the County doesn't have funds for that. Ms. Collins assured him that they would be donating the necessary property. Martin Ritchey said that the Fire Dpts. are of concern to him also that the County would be protected. David Brent commented that there were concerns about law enforcement since they were already short of deputy's. Motion made by Commissioner Madrigal, second by Commissioner Muñoz to approve Resolution #20-2014 concerning the support of Commissioners Court for proposed legislation regarding the creation of Cotton Center Municipal Utility District No. 1. All Voting "Aye"

COMMISSIONERS COURT MINUTES
Regular Meeting on December 8, 2014

- 2014.12.08.22 Discussion/Action** to assign Judge Pro-Tem for the 2015 year.
Motion made by Commissioner Roland, second by Commissioner Muñoz for Commissioner Madrigal to continue as Judge Pro-Tem for the year of 2015. All Voting "Aye"
- 2014.12.08.23 Discussion/Action** concerning the Burn Ban for Caldwell County.
Motion made by Commissioner Roland, second by Commissioner Madrigal to leave the Burn ban off. All Voting "Aye"
- 2014.12.08.24 Discussion/Action** regarding occupancy of Caldwell County buildings.
County Treasurer Lori Rangel asked about security at the Courthouse after the treasurer's office moved back into the Courthouse. There was discussion concerning the space that the departments were requesting and disability access will be needed for the Tax Assessor's office. Motion made by Commissioner Muñoz, second by Judge Bonn to secure the other two buildings at this time. All Voting "Aye"
Judge Bonn also discussed the Game Warden moving into the office that was designated for the Commissioners at 405 E. Market. He feels that since she is from Luling, she may want to move into an office at the Pct. 2 offices at 505 E. Fannin. This will be on a future agenda. Kasi Miles spoke and feels that it would be best for her to move back into a Lockhart office from the present location at Unit Road. It will make it easier for citizens to locate her.
- 2014.12.08.25 Discussion/Action** to approve the Caldwell County Employee Manual.
Deborah Kortan explained that the manual can be changed at any time through Commissioners Court if they feel necessary. Motion made by Commissioner Muñoz, second by Commissioner Roland to approve the Caldwell County Employee Manual. All Voting "Aye"
- 2014.12.08.26 Discussion/Action** to approve employee job descriptions as provided by the HR department.
Motion made by Commissioner Madrigal, second by Commissioner Muñoz to table this item until the second meeting in January. All Voting "Aye"

Consent Agenda item

- K. To approve the broker contract for Davis Equity Realty to represent Caldwell County in the sale of the buildings at 201 E. San Antonio Street and 100 E Market Street in Lockhart,
Motion made by Commissioner Roland, second by Commissioner Buchholtz not to approve the broker contract for Davis Equity Realty to represent Caldwell County in the sale of the buildings at 201 E. San Antonio Street and 100 E Market Street in Lockhart. Motion and second were withdrawn. Motion made by Commissioner Madrigal, second by Commissioner Buchholtz to table this item to give the Commissioners more time to review the information. Judge Bonn explains the process that the Court has been following and explains that at this point, the Court would have to start completely over if this was accepted. Counsel agrees. Commissioner Buchholtz has concerns with 4 items. 1. The percentage of commission, 2. the lease clause, 3. the contract being 1 year, and 4. the buyer/seller representation. Motion by Commissioner Madrigal and second by Commissioner Buchholtz to table is withdrawn. Motion allowing Judge Bonn with Judge Elect Shawe and Counsel to represent and negotiate in the sale of the buildings at 201 E. San Antonio Street and 100 E Market Street in Lockhart, with Davis Equity Realty. Roll Vote: Commissioner Muñoz-Yes, Commissioner Buchholtz-Yes-, Commissioner Madrigal-Yes, Commissioner Roland-Yes, Judge Bonn-Yes. Motion Passed

- 2014.12.08.27 Adjournment**
Motion made by Judge Bonn, second by Commissioner Madrigal to Adjourn. All Voting "Aye"

TOM D. BONN, County Judge

B.

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14363		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/09/14
BOND Dec Page		
POLICY # 62238921		
COMPANY Western Surety		
PRODUCER Carl R. Ohlendorf		
EFFECTIVE 01/01/15	EXPIRATION 01/01/19	

Itm #	Eff Date	Trn	Description	Amount
128921	01/01/15	NEW	Edward Moses, Jr - Cty Comm.	\$ 177.50
Invoice Balance:				\$ 177.50

Please refer to bond/policy number when making payment

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62238921

That we, Edward I Moses, Jr., as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Treasurer, his successors in office, in the sum of Three Thousand and 00/100 DOLLARS (\$3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 9th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2014, duly Elected to the office of County Commissioner Pct. (Elected—Appointed) in and for Caldwell County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____,
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

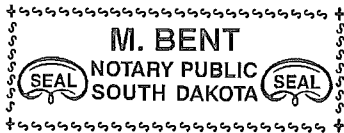
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this ___9th___ day of _____ December _____,
2014, personally appeared _____ Paul T. Bruflat _____ to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14357		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/08/14
BOND Dec Page		
POLICY # 15663556		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 01/01/17	

Itm #	Eff Date	Trn	Description	Amount
128913	01/01/15	REN	Neto Madrigal - Comm. #3 - rev \$	92.50
			Invoice Balance: \$	92.50

Please refer to bond/policy number when making payment



CNA Surety

CO #	BOND/POLICY#	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY	
0601	15663556	01-01-15	01-01-17	12-03-14	\$3,000.00	
PRINCIPAL	NETO MADRIGAL 3610 SCHUELKE RD. NIEDERWALD TX 78640					
RISK STATE	TX	WRITTEN BY	WESTERN SURETY COMPANY			SF
DESCRIPTION	COMMISSIONER PRECINCT #3 COUNTY OF CALDWELL					
OBLIGEE	COUNTY OF CALDWELL					
AGENCY CODE	AMOUNT DUE	\$92.50	CORRECTED INVOICE			
42-00488						

Your agent is:

RUCKER-OHLENDORF INSURANCE
115 S MAIN ST
LOCKHART TX 78644-2767

0003001 04200488000001012015 00601001566355600 00000000647506

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14362		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/09/14
BOND Dec Page		
POLICY # 62238849		
COMPANY Western Surety		
PRODUCER Carl R. Ohlendorf		
EFFECTIVE 01/01/15	EXPIRATION 01/01/19	

Itm #	Eff Date	Trn	Description	Amount
128920	01/01/15	NEW	Fred Weber - Dist. Attorney	\$ 177.50
			Invoice Balance:	\$ 177.50

Please refer to bond/policy number when making payment

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62238849

That we, Fred Howard Weber, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹Governor, his successors in office, in the sum of ²Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 9th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2014, duly Elected (Elected—Appointed) to the office of District Attorney in and for ³Caldwell County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ , in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Druflat
Paul T. Druflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____,
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

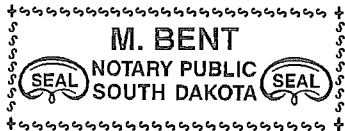
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 9th day of December,
2014, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14347		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/08/14
BOND Dec Page		
POLICY # 15530864		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 12/31/18	

Itm #	Eff Date	Trn	Description		Amount
128902	01/01/15	REN	Lori Rangel - Treasurer REV. PREM.	\$	1,775.00
			Invoice Balance:	\$	1,775.00

Please refer to policy/bond number when making payment



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed to read: Lori Rangel

The expiration date has been changed to read: December 31, 2018

No further changes other than above.



Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 3rd day of December, 2014, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 15530864 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Lori Rangel

Signed this 3rd day of December, 2014.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15530864

That we, Lori Rangel Pompa, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto Caldwell County Judge, his successors in office,

in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 19th day of August, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected to the office of Treasurer in and for Caldwell

(Elected—Appointed)

County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully execute the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk
By _____ Deputy County Court _____ County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 46.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

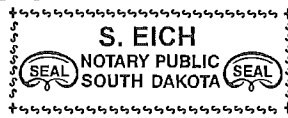
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss


Before me, a Notary Public, in and for said County and State on this _____ 19th _____ day of

_____ August _____, 2014 _____, personally appeared _____ Paul T. Bruflat _____
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation
for the uses and purposes therein set forth.



_____ *S. Eich* _____
Notary Public

My Commission Expires February 12, 2015

 Western Surety Company	OFFICIAL BOND AND OATH		Principal	Official Title	Filed the _____ day of _____,	at _____ o'clock _____ M.	County Court _____ County, Texas
	On Behalf of _____		_____	_____	_____	_____	_____

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County Deputy County
P O Box 906
Lockhart, TX 78644

INVOICE # 14333		Page 1
ACCOUNT NO.	OP	DATE
CALDW04	KH	11/26/14
BOND Dec Page		
POLICY #		
18263303		
COMPANY		
Western Surety		
PRODUCER		
Adair H. Rucker		
EFFECTIVE		EXPIRATION
01/02/15		01/02/16

Itm #	Eff Date	Trn	Description	Amount
128811	01/02/15	REN	County Clerks bond	\$ 350.00
Invoice Balance:				\$ 350.00



DEC 03 2014
COUNTY AUDITOR

Current bond is for 10 positions. Please refer to bond/policy number when making payment



CNA Surety

CO #	BOND/POLICY#	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	18263303	01-02-15	01-02-16	09-09-14	\$100,000.00
PRINCIPAL	CALDWELL COUNTY CLERK'S OFFICE LOCKHART TX 78644				

RISK STATE TX WRITTEN BY WESTERN SURETY COMPANY SF
 DESCRIPTION P E POSITION SCHEDULE (10)

OBLIGEE

AGENCY CODE	AMOUNT DUE	
42-00488	\$350.00	

Your agent is:

RUCKER-OHLENDORF INSURANCE
 115 S MAIN ST
 LOCKHART TX 78644-2767

0003001 04200488000001022015 00601001826330300 00000002450008

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14351		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/08/14
BOND Dec Page		
POLICY # 15530861		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 12/31/18	

Itm #	Eff Date	Trn	Description	Amount
128907	01/01/15	REN	Homer Horne - JP #2-rev prem	\$ 177.50
			Invoice Balance:	\$ 177.50

Please refer to bond/policy number when making payment



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The expiration date has been changed to read: December 31, 2018

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 3rd day of December, 2014, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 15530861 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to

Homer Horne

Signed this 3rd day of December, 2014.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15530861

That we, Homer Horne, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,
are held and bound unto Caldwell County Peace, his successors in office,

in the sum of One Thousand and 00/100 DOLLARS (\$1,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 19th day of August, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, _____, duly
elected to the office of Justice of The Peace in and for Caldwell
(Elected—Appointed) Precinct #2
County, State of Texas, for a term of four years commencing on the 1st day of
January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties
required of him by law as the aforesaid officer, and shall ⁴
faithfully and impartially discharge the duties required by law and promptly pay
to the entitled party all money that comes into his hands during the term of
office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative
and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not
exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's
liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Brufat
Paul T. Brufat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } ss

Before me, _____ on this day, personally appeared
_____, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office at _____, Texas,
this _____ day of _____.

SEAL _____ County, Texas

OATH OF OFFICE
COUNTY COMMISSIONERS and COUNTY JUDGE

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____
Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS
} ss
County of _____

The foregoing bond of _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____,

County Court _____
County Judge, _____
County, Texas

THE STATE OF TEXAS
} ss
County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____, on page _____ of said County in Volume _____, in the Records of Official Bonds


WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

By _____ Deputy _____ County Court _____ County Clerk

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 49.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 29.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 29.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agrie. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agrie. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.
4. Conditions.


Western Surety Company

**OFFICIAL
BOND AND OATH**

On Behalf of _____

Principal _____

Official Title _____, Texas

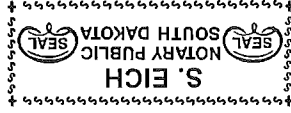
Filed the _____ day of _____,

at _____ o'clock _____ M.

_____ Clerk

County Court _____ County, Texas

My Commission Expires February 12, 2015



_____ Notary Public
S. Eich

for the uses and purposes therein set forth.
 Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, August _____, 2014, personally appeared Paul T. Bruellat

Before me, a Notary Public, in and for said County and State on this _____ day of _____ 19th _____

STATE OF SOUTH DAKOTA }
 ss } County of Minnehaha

ACKNOWLEDGMENT OF SURETY
 (Corporate Officer)

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 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 informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14354		Page 1
ACCOUNT NO.	OP	DATE
CALDW01	KH	12/08/14
BOND Dec Page		
POLICY #		
14268135		
COMPANY		
Western Surety		
PRODUCER		
Adair H. Rucker		
EFFECTIVE	EXPIRATION	
01/01/15	01/01/18	

Itm #	Eff Date	Trn	Description	Amount
128910	01/01/15	REN	Richard Callihan - rev. prem	\$ 135.00
			# 2 Invoice Balance:	\$ 135.00

Please refer to bond/policy number when making payment

**RUCKER OHLENDORF
INSURANCE**

115 South Main
Lockhart, TX 78644
512-398-2384
SERVES YOU FIRST

CNA Surety

CO #	BOND/POLICY#	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	14268135	01-01-15	01-01-18	12-03-14	\$1,500.00

PRINCIPAL RICHARD CALLIHAN
18744 F. M. 1322 LULING TX 78648

RISK STATE TX WRITTEN BY WESTERN SURETY COMPANY
DESCRIPTION CONSTABLE COUNTY OF CALDWELL

SF

OBLIGEE COUNTY OF CALDWELL

AGENCY CODE 42-00488	AMOUNT DUE	\$135.00
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Your agent is:

RUCKER-OHLENDORF INSURANCE
115 S MAIN ST
LOCKHART TX 78644-2767

0003001 04200488000001012015 00601001426813500 00000000945008

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14361		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/09/14
BOND Dec Page		
POLICY # 62238883		
COMPANY Western Surety		
PRODUCER Carl R. Ohlendorf		
EFFECTIVE 01/01/15	EXPIRATION 01/01/19	

Itm #	Eff Date	Trn	Description	Amount
128919	01/01/15	NEW	Ben Brady - JP - Prec. 3	\$ 177.50
			Invoice Balance:	\$ 177.50

Please refer to bond/policy number when making payment

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 62238883

That we, Ben Earl Brady, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1County Judge, his successors in office, in the sum of 2One Thousand and 00/100 DOLLARS (\$1,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 9th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2014, duly Elected to the office of Justice of the Peace / (Elected—Appointed) Precinct 3 in and for 3Caldwell County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

RUCKER OHLENDORF INSURANCE
115 South Main
Lockhart, TX 78644
512-398-2384
SERVES YOU FIRST

Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Date _____,

Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

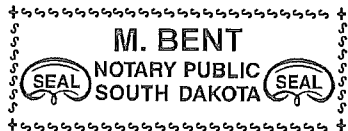
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 9th day of December,
2014, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14359		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/08/14
BOND Dec Page		
POLICY # 15663557		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 01/01/17	

Itm #	Eff Date	Trn	Description	Amount
128915	01/01/15	REN	M. Zapata Jr. - Const. - rev. \$	92.50
			Invoice Balance: \$	92.50

Please refer to bond/policy number when making payment

**RUCKER OHLENDORF
INSURANCE**

115 South Main
Lockhart, TX 78644
512-398-2384
SERVES YOU FIRST

CNA Surety

CO #	BOND/POLICY#	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	15663557	01-01-15	01-01-17	12-03-14	\$1,500.00
PRINCIPAL	MARGARITO ZAPATA JR. 110 NORTH MAIN LOCKHART TX 78644				
RISK STATE	TX	WRITTEN BY	WESTERN SURETY COMPANY		SF
DESCRIPTION	CONSTABLE PREC #3 COUNTY OF CALDWELL				
OBLIGEE	CITY OF CALDWELL				
AGENCY CODE	AMOUNT DUE	\$92.50	CORRECTED INVOICE		
42-00488					

Your agent is:

RUCKER-OHLENDORF INSURANCE
115 S MAIN ST
LOCKHART TX 78644-2767

0003001 04200488000001012015 00601001566355700 00000000647505

CARL R. OHLENDORF INSURANCE

115 SOUTH MAIN STREET
LOCKHART, TX 78644
Phone : 512-398-2318

Caldwell County
P. O. Box 98
Lockhart, TX 78644

INVOICE # 14349		Page 1
ACCOUNT NO. CALDW01	OP KH	DATE 12/08/14
BOND Dec Page		
POLICY # 15530862		
COMPANY Western Surety		
PRODUCER Adair H. Rucker		
EFFECTIVE 01/01/15	EXPIRATION 12/31/18	

Itm #	Eff Date	Trn	Description	Amount
128905	01/01/15	REN	Raymond Deleon - JP #4 <i>new pres.</i>	177.50
			Invoice Balance: \$	177.50

Please refer to policy/bond number when making payment

Texas

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Caldwell } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 15530862

That we, Raymond D. Deleon, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto Caldwell County Judge, his successors in office,

in the sum of One Thousand and 00/100 DOLLARS (\$1,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 19th day of August, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, _____, duly
elected to the office of Justice of The Peace in and for Caldwell
(Elected—Appointed) Precinct #4
County, State of Texas, for a term of one year commencing on the 1st day of
January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties
required of him by law as the aforesaid officer, and shall ⁴

faithfully and impartially discharge the duties required by law and promptly pay
to the entitled party all money that comes into his hands during the term of
office.

**RUCKER OHLENDORF
INSURANCE**
115 South Main
Lockhart, TX 78644
512-398-2384
SERVES YOU FIRST

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative
and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not
exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's
liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } ss

Before me, _____ on this day, personally appeared
_____, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office at _____, Texas,
this _____ day of _____, _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk
By _____ Deputy County Court _____ County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

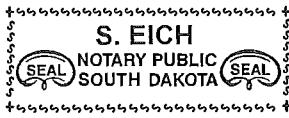
3. If precinct insert the number.
4. Conditions.

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss


Before me, a Notary Public, in and for said County and State on this _____ 19th _____ day of

_____ August _____, 2014, personally appeared _____ Paul T. Bruflat _____
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation
for the uses and purposes therein set forth.



S. Eich
Notary Public

My Commission Expires February 12, 2015

 Western Surety Company	_____	Principal
	OFFICIAL BOND AND OATH	_____
On Behalf of _____	_____	_____, Texas
Filed the _____ day of _____	_____	
at _____ o'clock _____ M.	_____	
_____ Clerk	_____	
County Court _____ County, Texas	_____	

C.



TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT Reporting Period: 1/1/2014 - 12/31/2014

Honorable Darla Law
Tax Assessor Collector
Caldwell County
110 S Main St
Lockhart, TX 78644-2701

ID: 236283
Phone: (512) 398-1808
Fax:
Enrollment Date: 01/01/2014

<u>Date</u>	<u>Course</u>	<u>Units</u>
03/14/2014	NMVITS Training by TxDMV - AUSTIN	2.00
04/24/2014	TX DMV Session 2 - AUSTIN	4.00
08/05/2014	DMV Webinar RTB #014-14,#015	1.00
08/19/2014	Ethics for County Tax Assessor-Collectors	1.00
08/19/2014	FMLA: Family Medical Leave Act	1.00
08/26/2014	DMV Webinar RTB #016, #017, #018	1.00
10/22/2014	Accounting in a County Tax Office	4.00
11/17/2014	Texas Law Making	3.50
11/17/2014	VG Young School for County Tax Assessor-Collectors	4.00

Total Hours for year: 21.50

You have met your continuing education requirements for the
period 1/1/2014 - 12/31/2014.

You may carry forward 1.50 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.



To: Tax Assessor-Collector
From: Tax Assessor-Collector Association of Texas
Date: December 4, 2014
Subject: Continuing Education Transcripts

Enclosed you will find a copy of the following:

- Tax Assessor-Collector Continuing Education Transcript – This should be presented to your commissioners court as evidence of compliance with Texas Property Tax Code Section 6.231(d). If you have not completed your required 20 hours for 2014, please contact TACA Director of Education Ro'Vin Garrett for upcoming conferences and opportunities.

Also, you will find copies of the following transcripts for you and your staff who are paid members of TACA and are working toward the following designations:

- Professional County Collector (PCC) Initial Transcript – This shows the date a required class was taken and the classes still needed. Please remember there is not a time frame to complete and earn the designation.
- Professional County Collector (PCC) Maintenance Transcript – This shows classes completed toward the yearly maintenance of the PCC designation.
- County Tax Office Professional (CTOP) Initial Transcript – This shows the required classes for the CTOP designation and when classes were completed. The Texas Association of Counties has automatically enrolled anyone with a PCC designation in the CTOP program. **If a transcript does not show any completed classes, don't worry, it just shows what is needed to complete the designation.**

Please contact Ro'Vin Garrett at roving@brazoria-county.com or (979) 864-1838 with any questions.

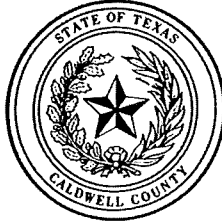
2014.12.15.06 Reports. None.

2014.12.15.07 Special Presentations.

**Presentations to County Judge, Tom
D. Bonn and Commissioner
Buchholtz for their commitment and
service to the citizens of Caldwell
County.**

2014.12.15.08 Discussion/Action
regarding Burn Ban for Caldwell
County. **Cost:** None; **Speaker:** Judge
Bonn/Martin Ritchey; **Backup:** None.

2014.12.15.09 Discussion/Action to approve Resolution No. 23-2014 ordering that Volunteer Emergency Medical Personnel be removed from Workers' Compensation benefits under the County's contract with Texas Association of Counties Risk Management Pool. **Cost:** None; **Speaker:** Judge Bonn/Larry Roberson; **Backup:** 1.



STATE OF TEXAS

COUNTY OF CALDWELL

§
§
§

RESOLUTION NO. 23-2014

**REMOVING OPTIONAL WORKERS' COMPENSATION COVERAGE FOR
VOLUNTEER EMERGENCY MEDICAL PERSONNEL**

WHEREAS, Caldwell County has entered into a contract with Texas Association of Counties (TAC) for coverage of County personnel under the TAC Risk Management Pool, hereinafter called the Pool; and

WHEREAS, the basic contract with the Pool affords coverage for regular county employees, but provides for optional wider coverage by election of Commissioners' Court, including certain volunteer positions; and

WHEREAS, Caldwell County no longer uses medical assistance teams that were covered by the Pool under Volunteer—Emergency Medical Personnel; and

WHEREAS, it is the desire and intent of the Commissioners' Court that Volunteer—Emergency Medical Personnel be removed from coverage under the Pool;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Caldwell County does elect to remove and hereby order that Volunteer—Emergency Medical Personnel be removed from Workers' Compensation benefits under the County's contract with Texas Association of Counties Risk Management Pool.

.ADOPTED AND ORDERED on this the 15th day of December, 2014.

Tom D. Bonn, Caldwell County Judge

Alfredo R. Muñoz, Commissioner Pct. 1

Fred Buchholtz, Commissioner Pct. 2

Neto Madrigal, Commissioner Pct. 3

Joe Ivan Roland, Commissioner Pct. 4

ATTEST:

Carol Holcomb, County Clerk

2014.12.15.10 Discussion/Action to accept public streets and drainage of Sunrise Meadows Subdivision Phase I development as complete and ready to begin the two year performance period of said public improvements as evidenced by a maintenance bond in the amount of \$28,383.25. **Cost:** None; **Speaker:** Commissioner Roland/Dwight Jeffrey; **Backup:** 1.

Sunrise Meadows Subdivision, Phase 1
Street, Drainage, and Utilities Construction

MAINTENANCE BOND

THE STATE OF TEXAS

Bond No. CNB-18469-00

COUNTY OF Caldwell

KNOW BY ALL THESE PRESENTS, that we Cain Services as
Principal, and Insurors Indemnity Company a Corporation organized
under the laws of State of Texas and duly authorized to do business in the State of Texas

Caldwell County as Surety, are held and firmly bound unto _____
_____ as Obligee, in the penal sum of Twenty-Eight Thousand
Three Hundred
Eighty-Three and 25/100's

(\$ 28,383.25) to which payment will and truly to be made we do bid
ourselves, and each of our heirs, executors, administrators, successors, and assigns jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has _____
Sunrise Meadows Phase 1, Street and Drainage Improvements

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the
period of two (2) years after approval by Caldwell County
against all defects in workmanship and materials which may, become apparent during said period;

NOW, THEREFORE, TO THE CONDITION 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 during the period of one (1) year from and after
the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force
and effect.

CALDWELL COUNTY U.R.S.

OCT 16 2014

**DWIGHT JEFFREY
ROAD ADMINISTRATOR**

Sunrise Meadows Subdivision, Phase 1
Street Construction

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th
day of October, 2014

Cain Services
Principal

Insurors Indemnity Company
Surety

By: *Dwight Cain*

By: *John W. Schuler*

Title: DWHER

Title: John W. Schuler, Attorney-In-Fact

Address: _____

Address: 225 South 1st Street, Waco, Tx 76702

1801 W. McCarthy Lane

San Marcos, Texas 78666

The name and address of the Resident Agent or Surety is:

Time Insurance Agency
1405 E. Riverside Drive, Austin, Texas 78741
800-365-6065
bonds@timeinsurance.com

(Seal)

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-18469-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

John W. Schuler of the City of Austin, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

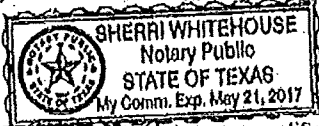
Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

INSURORS INDEMNITY COMPANY
By: Thomas G. Chase, Jr.
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sherril Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 13th day of October, 2014

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.



P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

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 at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or 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.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

2014.12.15.11 Discussion/Action to accept public improvements in Terra Verde Subdivision for permanent county maintenance and to release maintenance bond posted by Dale Lowden Excavating Incorporated as security against damages or defected work for public improvements in Terra Verde Subdivision, as provided by subsections 3.8.5(G) and 3.8.5(H) of the Caldwell County Development Ordinance. **Cost:** None; **Speaker:** Commissioner Roland/Dwight Jeffrey; **Backup:** 1.

IMPORTANT NOTICE

RECEIVED
NOV 08 2012

BY: AG

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contract Westchester Fire Insurance Company for information or to make a complaint at:

ACE USA
Claims
6600 E. Campus Circle East, Suite 200
Irving, Texas 75063

(972) 465-7900
(972) 465-7645 Fax

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

Texas Department of Insurance
P. O. Box 149104
Austin, Texas 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-048, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

MAINTENANCE BOND

Bond No. K08767191

KNOW ALL BY THESE PRESENTS, That we, Dale Lowden Excavating, Inc.

PO Box 1769 Wimberley, TX 78676

as Principal, and Westchester Fire 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

Caldwell County 110 South Main Street Lockhart, TX 78644

as Obligee, in the penal sum of Thirty Nine Thousand Four Hundred Forty Six And 40/100

(\$39,446.40)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Verde Ranch Development, LLC dated 03/28 /2012

for Streets, Drainage and Utility Construction for Tierra Verde Subdivision.

WHEREAS, said Contract has been completed, and was approved on 12th day of October, 2012.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Two year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed an sealed this 17th day of October, 2012.

Dale Lowden Excavating, Inc. (Seal)
[Signature] (Seal)
[Signature] (Seal)

Westchester Fire Insurance Company

By: [Signature] Attorney-in-Fact
Scott D. Chapman

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution of and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in each persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Elaine Lewis, Justin McQuain, Kevin McQuain, Marc V Halvorsen, Rhessa F Boulton, Rosalyn D Hassell, Scott D Chapman, all of the City of HOUSTON, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 3 day of January 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 3 day of January, A.D. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 24, 2014

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17 day of October 2012.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 03, 2013.

2014.12.15.12 Discussion/Action to authorize Judge Bonn to negotiate and sign a contract with **Jones & Carter, Inc.** to provide engineering services for the four SH 130 Concession Funded county road projects. **Cost:** TBD; **Speaker:** Judge Bonn/Michael Aulick; **Backup:** 1.

To: Caldwell County Commissioners Court
From: Michael Aulick, Aulick and Associates, LLC
Re: Discussion/Action to authorize Judge Bonn to negotiate and sign a contract with Jones & Carter, Inc. to provide engineering services for the four SH 130 Concession Funded county road projects in an amount not to exceed \$940,000.

Date: December 10, 2014

Judge Bonn and Commissioners,

Attached is a professional engineering proposal submitted by Jones & Carter, Inc., the firm selected by the Commissioners Court on December 8 to provide engineering services for the four SH 130 Concession Funded county road projects.

The attached figures for each of the four road projects provided by Jones & Carter show a total of \$5.7 million for the estimated construction cost, \$645,000 for engineering design, and \$295,000 for construction engineering and inspection. The total initial estimated cost by Jones & Carter is \$6.7 million, compared to \$8.94 million available from TxDOT. The extra \$2.2 million can be held in reserve through the process and used to pay to correct problems or for project enhancements that are identified in the engineering design and construction process.

Please let me know if you have any questions.

RECOMMENDATION: That the Commissioners Court authorize Judge Bonn to negotiate and sign a contract with Jones & Carter, Inc. to provide engineering services for the four SH 130 Concession Funded county road projects in an amount not to exceed \$940,000.

December 10, 2014

The Honorable Tom Bonn
 Caldwell County
 110 S. Main Street
 Lockhart, Texas

Re: Professional Engineering Service Proposal for
 Caldwell County SH 130 Concession Projects
 Caldwell County, Texas

Dear Judge Bonn:

We appreciate the opportunity to present this proposal for the design and construction engineering services in connection with the SH 130 Concession Projects for Caldwell County.

Project Understanding

Jones and Carter, Inc. will be providing the design and construction engineering activities for the SH 130 Concession Funded Caldwell County Projects which shall include: the environmental clearance coordination and documentation; design survey and roadway design; construction survey; utility adjustment coordination; and construction phase design services and construction management. J&C will prepare the engineering plans, specifications and estimates (PS&E) necessary for the development of the following projects: Old Fentress Rd (CR 217), Westwood Rd (CR 215), Schuelke Rd (CR 222), and Cherryville Parkway (CR 110).

Scope of Services and Estimated Fee

Jones and Carter, Inc. understands that the project will be performed on an hourly not-to exceed basis. Attachment A provides the contract General Conditions and rate sheets for reference. For these projects, the engineering design includes the plan, specifications, estimate and the necessary subconsultants to provide a complete package for letting. The construction phase services include management, inspection, testing, survey and final acceptance. The following table provides the cost breakdown for each project:

	Construction Cost	Engineering*	Construction**
Old Fentress Road (CR 217)	\$ 182,160.00	\$ 30,000.00	\$ 10,000.00
Westwood Road (CR 215)	\$ 624,795.00	\$ 95,000.00	\$ 35,000.00
Schuelke Road (CR 222)	\$ 4,670,150.00	\$ 475,000.00	\$ 235,000.00
Cherryville Parkway (CR 110)	\$ 282,325.00	\$ 45,000.00	\$ 15,000.00
Total	\$ 5,759,430.00	\$ 645,000.00	\$ 295,000.00

* Engineering includes design, survey, environmental and geotechnical services

** Construction includes management, survey, inspection and testing

The total not-to exceed amount for design is \$ 645,000 and for construction \$ 295,000. These numbers were determined from historical data based on construction cost. Attachment B provides the individual project item breakdown.

A Texas Department of Transportation scope for engineering and construction services is provided as Attachment C and can be refined for each project.

Jones and Carter, Inc. can provide a specific scope and fee with man-hour estimates for Caldwell County for each project, so Work Authorizations can be issued and executed.

Special Considerations

1. Services will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates.
2. The engineering services in the proposal shall be subject to the General Conditions of Agreement as provided.

We thank you for the opportunity to submit this proposal and look forward to working with you on these projects. An executed copy of this proposal will serve as our notice to proceed. Please return one copy to our office.

Sincerely,



Robert A. Maxwell, PE
Vice President

Honorable Tom Bonn
Caldwell County Judge

CC: Mr. Michael Aulick
Mr. Roy Dill, PE (TxDOT)
File

COUNTY OF CALDWELL

§

STATE OF TEXAS

§

§

**CALDWELL COUNTY ENGINEERING CONSULTANT SERVICES
CONTRACT**

Caldwell County (the "County"), a political subdivision of the State of Texas, and Jones & Carter, Inc. (the "Contractor"), collectively the "parties," hereby agree to the following Contract:

1. **Scope of Work:** The Contractor will provide to the County the engineering consultant services described in the Contractor's proposed scope of work dated December ____, 2014, and which is incorporated into this Contract as Exhibit A
2. **Rate:** In return for the services described in Exhibit A, the County will pay the Contractor at the rate described in Exhibit A. In no event, however, will the County's amount due and owing the Contractor for any and all services rendered exceed the amount of \$_____. The Contractor must submit invoices for services on a monthly basis.
3. **Vendor Contract Addendum:** The Contractor must execute and comply with all provisions of the Caldwell County Vendor Contract Addendum, which is incorporated into this Contract as Exhibit B.
4. **Term:** This Contract is effective upon execution by both parties and will remain in effect until the Contractor has completed the services described in Exhibit A. Notwithstanding the foregoing, either party may terminate this Contract at any time by providing written notice to the other party. In the event of such termination, the County will pay the Contractor for any Services provided up to the date of termination at the rate described in Exhibit A.

FOR THE COUNTY:

FOR THE CONTRACTOR:

County Judge, Tom D. Bonn
Caldwell County, Texas

Authorized representative,
Jones & Carter, Inc.

DATE: _____

DATE: _____

EXHIBIT A

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit J&C's liability arising from J&C's professional acts, errors or omissions, such that the total aggregate liability of J&C shall not exceed J&C's total fee for the services rendered on this project.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

SCHEDULE OF HOURLY RATES

Effective January 2014 - Subject to Annual Revision in January 2015

ENGINEERING PERSONNEL

Engineer I	\$84
Engineer II	\$89
Engineer III	\$100
Engineer IV	\$110
Engineer V	\$120
Engineer VI	\$135
Engineer VII	\$155
Sr. Project Engineer	\$170
Sr. Project Manager	\$190
Division Manager	\$200
Regional Manager	\$225
Corporate Manager	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Engineer I	\$90
Electrical Engineer II	\$100
Electrical Engineer III	\$110
Electrical Engineering IV	\$120
Electrical Engineer V	\$130
Electrical Engineer VI	\$135
Electrical Engineer VII	\$155
Sr. Electrical Project Engineer	\$170
Sr. Electrical Project Manager	\$190

CONSTRUCTION PERSONNEL (Includes Mileage)

Project Representative I	\$53
Project Representative II	\$60
Project Representative III	\$70
Project Representative IV	\$80
Project Representative Coordinator	\$85
Construction Engineer I	\$84
Construction Engineer II	\$89
Construction Engineer III	\$100
Construction Engineer IV	\$110
Construction Engineer V	\$120
Construction Engineer VI	\$135
Construction Manager	\$170

OFFICE PERSONNEL

Office Assistant	\$35
Engineer's Assistant I	\$45
Engineer's Assistant II	\$60
Admin I	\$40
Admin II	\$50
Admin III	\$60
Contract Coordinator	\$60
Bookkeeper	\$75
Staff Assistant	\$75
Chief Accountant	\$100

SURVEYING PERSONNEL

4-Man Field Crew	\$155
3-Man Field Crew	\$145
2-Man Field Crew	\$125
4-Man Field Crew w/Robotic Survey System	\$180
3-Man Field Crew w/Robotic Survey System	\$170
2-Man Field Crew w/Robotic Survey System	\$150
1-Man Field Crew w/Robotic Survey System	\$125
4-Man Field Crew w/GPS System	\$210
3-Man Field Crew w/GPS System	\$200
2-Man Field Crew w/GPS System	\$170
1-Man Field Crew w/GPS System	\$150
Survey Technician I	\$55
Survey Technician II	\$70
Survey Technician III	\$90
Project Surveyor I	\$67
Project Surveyor II	\$80
Project Surveyor III	\$92
Project Surveyor IV	\$108
Chief of Survey Crews	\$98
Registered Prof. Land Surveyor	\$135
Survey Manager	\$150

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$43
CAD Operator II	\$50
CAD Operator III	\$60
CAD Operator IV	\$70
CAD Operator V	\$84
CAD Manager	\$92
Designer I	\$84
Designer II	\$94
Designer III	\$100
Designer IV	\$108
Designer V	\$115
GIS Operator I	\$55
GIS Operator II	\$75
GIS Operator III	\$90
GIS Operator IV	\$100
Computer Tech	\$60
Computer Manager	\$100

PLANNING PERSONNEL

Planner I	\$70
Planner II	\$85
Planner III	\$100
Planner IV	\$120

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2014

Subject to Annual Revision in January 2015

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½" x 11" (single-sided)	\$0.05/page	\$.50/page
8½" x 11" (double-sided)	\$0.15/page	\$ 1.00/page
8½" x 14"	\$0.15/page	\$.75/page
11" x 17"	\$0.20/page	\$ 1.00/page

<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Translucent Bond	\$0.30/sq ft	\$ 4.00/sq ft
Color Bond	\$0.35/sq ft	\$ 5.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 8.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Facsimiles sent: \$1.00/each
3. Transportation (mileage): \$0.55/mile
4. Audio/Video Conferencing
 - a. Audio Conferencing \$0.15/minute/person
 - b. Video Conferencing \$0.50/minute/person
 - c. Audio/Video Conferencing \$0.65/minute/person
5. Subcontracts and all other outside expenses and fees: Actual cost plus 10% service charge
6. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Actual cost plus 10%
 - c. Stakes: Cost plus 10% service charge where an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost plus 10%

CALDWELL COUNTY
SH 130 Concession Funded Projects
Summary

	Construction Cost	Engineering*	Construction**
Old Fentress Road (CR 217)	\$ 182,160.00	\$ 30,000.00	\$ 10,000.00
Westwood Road (CR 215)	\$ 624,795.00	\$ 95,000.00	\$ 35,000.00
Schuelke Road (CR 222)	\$ 282,325.00	\$ 475,000.00	\$ 235,000.00
Cherryville Parkway (CR 110)	\$ 4,670,150.00	\$ 45,000.00	\$ 15,000.00
Total	\$ 5,759,430.00	\$ 645,000.00	\$ 295,000.00

* Engineering includes design, survey, environmental and geotechnical services

** Construction includes management, survey, inspection and testing

**ENGINEERS COST ESTIMATE
CALDWELL COUNTY
Old Fentress Road (CR 217)**

SP	ITEM - CODE		DESCRIPTION	UNIT	QUANTITY	Txdot UNIT PRICE	TOTAL COST
	ITEM NO.	DESC CODE					
	100	2002	PREP ROW	STA	32.00	\$ 1,500.00	\$ 48,000.00
	351	2001	FLEXIBLE PAVEMENT STRUCTURE REPAIR(5")	SY	870.20	\$ 30.00	\$ 26,100.00
	354	2020	PLANE ASPH CONC PAV(0" TO 1")	SY	8,702.00	\$ 1.00	\$ 8,700.00
	3268	2062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	653.00	\$ 74.00	\$ 48,300.00
**	466	2125	HEADWALL (CH-PW-0)(DIA= 24 IN)	EA	2.00	\$ 3,810.00	\$ 7,600.00
	496	2006	REMOV STR (HEADWALL)	EA	2.00	\$ 955.00	\$ 1,900.00
	500	2001	MOBILIZATION	LS	1.00	\$ 7,660.00	\$ 7,700.00
	502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.00	\$ 5,000.00	\$ 10,000.00
	666	2048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	10.00	\$ 5.00	\$ 100.00

BID ITEM ESTIMATE	\$ 158,400.00
15% CONTINGENCY	\$ 23,760.00
TOTAL ESTIMATE	\$ 182,160.00
Engineering*	\$ 30,000.00
Construction Management & Inspection	\$ 10,000.00

*Engineering, Surveying, Environmental, Geotechnical

** MBGF MAY BE REQUIRED AT HEADWALLS

**ENGINEERS COST ESTIMATE
CALDWELL COUNTY
Westwood Road (CR 215)**

SP	ITEM - CODE		DESCRIPTION	UNIT	QUANTITY	Txdot UNIT PRICE	TOTAL COST
	ITEM NO.	DESC CODE					
	100	2002	PREP ROW	STA	132.00	\$ 1,500.00	\$ 198,000.00
	351	2001	FLEXIBLE PAVEMENT STRUCTURE REPAIR(5")	SY	2,756.00	\$ 30.00	\$ 82,700.00
	316	2015	ASPH (RC-250)	GAL	6,890.00	\$ 5.00	\$ 34,500.00
	316	2192	AGGR(TY-D GR-5 SAC-B)	CY	200.00	\$ 85.00	\$ 17,000.00
	666	2048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	10.00	\$ 5.00	\$ 100.00
	500	2001	MOBILIZATION	LS	1.00	\$ 30,480.00	\$ 30,500.00
	502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.00	\$ 5,000.00	\$ 10,000.00
	3268	2062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	2,273.00	\$ 75.00	\$ 170,500.00
						BID ITEM ESTIMATE	\$ 543,300.00
						15% CONTINGENCY	\$ 81,495.00
						TOTAL ESTIMATE	\$ 624,795.00
						Engineering*	\$ 95,000.00
						Construction Management & Inspection	\$ 35,000.00

**ENGINEERS COST ESTIMATE
CALDWELL COUNTY
Schuelke Road (CR 222)**

SP	ITEM - CODE		DESCRIPTION	UNIT	QUANTITY	Txdot UNIT PRICE	TOTAL COST
	ITEM NO.	DESC CODE					
	100	2002	PREP ROW	STA	280.00	\$ 1,500.00	\$ 420,000.00
	105	2014	REMOVING STAB BASE & ASPH PAV (7"-12")	SY	64,100.00	\$ 7.00	\$ 448,700.00
	110	2001	EXCAVATION (ROADWAY)	CY	19,230.00	\$ 6.50	\$ 125,000.00
	132	2006	EMBANKMENT (FINAL) (DENS CONT) (TY C)	CY	9,615.00	\$ 5.50	\$ 52,900.00
	160	2003	FURNISHING AND PLACING TOPSOIL (4")	SY	76,920.00	\$ 1.00	\$ 76,900.00
	162	2002	BLOCK SODDING	SY	76,920.00	\$ 3.00	\$ 230,800.00
	166	2001	FERTILIZER	AC	1.77	\$ 545.00	\$ 1,000.00
	168	2001	VEGETATIVE WATERING	MG	212.00	\$ 12.00	\$ 2,500.00
	247	2313	FL BS (CMP IN PLC)(TY D GR1)(12")	SY	70,510.00	\$ 16.00	\$ 1,128,200.00
	260	2006	LIME TRT (EXIST MATL) (6")	SY	76,920.00	\$ 1.50	\$ 115,400.00
	260	2012	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY) (6%)	TON	2,076.00	\$ 147.00	\$ 305,200.00
	275	2006	LIME TRT (EXST MATL) (6")	SY	76,920.00	\$ 1.50	\$ 115,400.00
	316	2015	ASPH (RC-250)	GAL	17,627.50	\$ 5.00	\$ 88,100.00
	316	2192	AGGR(TY-D GR-5 SAC-B)	CY	503.64	\$ 85.00	\$ 42,800.00
	460	2004	CMP (GAL STL 24 IN)	LF	512.00	\$ 55.00	\$ 28,200.00
	462	2001	CONC BOX CULV (3 FT X 2 FT)	LF	192.00	\$ 130.00	\$ 25,000.00
	496	2001	REMOV STR (BOX CULVERT)	EA	6.00	\$ 8,550.00	\$ 51,300.00
	496	2006	REMOV STR (HEADWALL)	EA	4.00	\$ 955.00	\$ 3,800.00
	495	2016	REMOV STR (PIPE)	EA	21.00	\$ 315.00	\$ 6,600.00
	500	2001	MOBILIZATION	LS	1.00	\$ 366,450.00	\$ 366,500.00
	502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6.00	\$ 5,000.00	\$ 30,000.00
	666	2048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	10.00	\$ 5.00	\$ 100.00
	3268	2062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	5,288.00	\$ 75.00	\$ 396,600.00

BID ITEM ESTIMATE	\$ 4,061,000.00
15% CONTINGENCY	\$ 609,150.00
TOTAL ESTIMATE	\$ 4,670,150.00
Engineering*	\$ 475,000.00
Construction Management & Inspection	\$ 235,000.00

*Engineering, Surveying, Environmental, Geotechnical

**ENGINEERS COST ESTIMATE
CALDWELL County
Cherryville Parkway (CR 110)**

SP	ITEM - CODE		DESCRIPTION	UNIT	QUANTITY	Txdot UNIT PRICE	TOTAL COST
	ITEM NO.	DESC CODE					
	100	2002	PREP ROW	STA	32.00	\$ 1,500.00	\$ 48,000.00
	275	2001	CEMENT	TON	545.00	\$ 140.00	\$ 76,300.00
	275	2039	CEMENT TRT (EXST MATL)(DC)(10")	SY	9,778.00	\$ 1.70	\$ 16,600.00
	316	2015	ASPH (RC-250)	GAL	2,444.00	\$ 5.00	\$ 12,200.00
	316	2192	AGGR(TY-D GR-5 SAC-B)	CY	70.00	\$ 85.00	\$ 6,000.00
	666	2048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	10.00	\$ 5.00	\$ 100.00
	500	2001	MOBILIZATION	LS	1.00	\$ 15,540.00	\$ 15,500.00
	502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.00	\$ 5,000.00	\$ 10,000.00
	3268	2062	D-GR HMA TY-D PG64-22(LEVEL-UP)	TON	810.00	\$ 75.00	\$ 60,800.00

BID ITEM ESTIMATE	\$ 245,500.00
15% CONTINGENCY	\$ 36,825.00
TOTAL ESTIMATE	\$ 282,325.00
Engineering*	\$ 45,000.00
Construction Management & Inspection	\$ 15,000.00

*Engineering, Surveying, Environmental, Geotechnical

ATTACHMENT C

SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed by the Engineer shall consist of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, for Old Fentress Rd (CR 217), Westwood Rd (CR 215), Schuelke Rd (CR 222), and Cherryville Parkway in Caldwell County, Texas. These services may include preparing roadway, environmental document preparation, hydrologic and hydraulic design, survey, and geotechnical data collection, and construction management and inspection services.

GENERAL REQUIREMENTS

1.1. Design Criteria. The Engineer shall prepare all work in accordance with the latest version of applicable State's procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include: the *PS&E Preparation Manual*, *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014*, and other State approved manuals. When design criteria are not identified in State manuals, the Engineer shall notify the State and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street*, (latest Edition). In addition, the Engineer shall follow the guidelines shown in *Developing PS&E for a particular District* which the Engineer may download from the State's website. The Engineer shall prepare each Plan, Specification, and Estimate (PS&E) package in a form suitable for letting by Caldwell County.

The Engineer shall identify, prepare exhibits and complete all necessary forms for each Design Exception and Waiver required within project limits prior to the 30% project completion submittal. The Engineer shall submit each exception and waiver to the State for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the State in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

1.2. Right-of-Entry and Coordination. The Engineer shall notify the State and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County Road right-of-way. In pursuance of the County's policy with the general public, the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owner's property, and shall request concurrence from the County prior to each entry.

The Engineer shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by the County. The Engineer shall notify the County in writing prior to beginning any work on any outside agency's exhibit.

1.3. Progress Reporting and Invoicing. The Engineer shall invoice monthly according to Function Code breakdowns shown in Attachment "C" of the Contract for Engineering Services and Exhibit "D" - *Fee Schedule*, of each Work Authorization. The Engineer shall submit each invoice in a format acceptable to Caldwell County and the State.

With each invoice, the Engineer shall include a completed Projected vs. Actual Contract Invoices form. The Engineer shall submit a monthly written progress report to the County's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the County. At a minimum, the letter of transmittal shall include the State's Control-Section-Job (CSJ) number, the highway number, County, project limits, County's contract number, and County's work authorization number.

1.4. Traffic Control Plans. The Engineer shall provide all planning, labor, and equipment to develop and to execute each Traffic Control Plan (TCP) needed by the Engineer to perform services, such as surveying, under each Work Authorization. The Engineer shall comply with the requirements of the most recent edition of the TMUTCD.

1.5. Coordination. The Engineer shall coordinate issues and communications with County's internal resource areas through the County's Project Manager. The County will communicate the resolution of issues and provide the Engineer direction through the County's Project Manager.

1.6. Quality Assurance and Quality Control. The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal.

The Engineer shall perform Quality Control/Quality Assurance on all survey procedures, field surveys, data, and products prior to delivery to the County. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the County that the submittal contains errors, omissions, or inconsistencies, the County may cease its review and immediately return the submittal to the Engineer for appropriate action by the Engineer. A submittal returned to the Engineer for this reason is not a submittal for purposes of the submission schedule.

1.7. Use of the State's Standards. The Engineer shall identify and insert the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use as frequently as is feasible. The Engineer shall sign, seal, and date each District Standard and miscellaneous detail selected for use is dependent upon the project's location, if the District Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the County Project Manager or designated County Area Engineer. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

1.8. Organization of Plan Sheets. The PS&E shall be complete and organized in accordance with Stand-Alone Manual Notice 00-1 entitled "Organization of Plan Sheets" and as identified by the latest edition of a District's "Guidelines for Milestone Submittals". The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest State's policies and procedures, and the District's PS&E Checklist.

TASK DESCRIPTIONS AND FUNCTION CODES

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

FC 110 - Route and Design Studies

110.1. Data Collection and Field Reconnaissance. The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the County in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from the County, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), local municipalities and other governmental agencies in addition to that provided by the State.

5. The Engineer shall conduct field reconnaissance and collect data including a photographic record (to be maintained in Engineer's office) of notable existing features.

110.2. Design Criteria. The Engineer shall develop the roadway design criteria based on the controlling factors specified by the State (*i.e.* 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual*, and other deemed necessary State approved manuals. In addition, the Engineer shall prepare the Design Summary Report (DSR) and submit it electronically. The Engineer shall obtain written concurrence from the County prior to proceeding with a design if any questions arise during the design process regarding the applicability of State's design criteria.

110.3. Preliminary Cost Estimates. The Engineer shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The Engineer shall estimate the total project cost including preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering and inspection (CEI).

110.4. Design Concept Conference. In accordance with the State's Project Development Process Manual, the Engineer, in cooperation with the County, shall plan, attend and document a Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the Engineer shall complete a State's Design Summary Report to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the County
5. Identify any Design Exceptions and waivers
6. Preliminary Construction Cost Estimate

110.5. Geotechnical Borings and Investigations: The Engineer shall determine the location of proposed soil borings for culvert design, embankment settlement analysis, slope stability and along storm sewer alignment in accordance with the latest edition of the State's Geotechnical Manual. The State will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the State's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and District's procedures and

design guidelines. The Engineer shall perform coring of existing pavement for removal items only.

1. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
2. If applicable, the Engineer shall perform any retaining wall analyses to include the settlement analysis. This analysis should include the computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the Engineer should include allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.
3. If applicable, the Engineer shall perform soil borings, coring for pavement removal items only, piezometric readings, testing and analysis to include slope stability analysis, settlement analysis, and foundation design recommendations along storm sewer alignment, retaining walls, overhead sign structures, bridges, embankments and any temporary soil retaining systems.
4. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, piezometer data, analyses and recommendations for settlement and slope stability of the earthen embankments, as appropriate.
5. If applicable, the Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.
6. The Engineer shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets are to be in accordance with a District's standards.
7. If applicable, Foundation Studies: The Engineer shall coordinate with the County to determine the location of soil borings to be drilled along the retaining wall alignments. The soil borings shall extend a minimum of 35 feet below the footing elevation or deeper as soil conditions warrant. Spacing of soil borings shall not exceed 500 feet. The Engineer shall provide a boring layout for the State's review and comment.

8. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation (TxDOT) website.

FC 120 – Social, Economic and Environmental Studies and Public Involvement

120.1. Environmental Permits Issues and Commitments (EPIC) Sheets. The Engineer shall complete the latest version of the EPIC sheets per information provided by the State. These sheets shall be signed, sealed and dated by the Engineer as indicated in signature block. The final sheets shall be submitted for the County's signature.

120.2. Environmental Study. The Engineer shall prepare Environmental Documents, Categorical Exclusions and Maintenance EA's, as appropriate to environmentally clear the projects in accordance with the National Environmental Policy Act (NEPA). The Engineer shall consider the constructability issues as it relates to the environmental impacts.

120.3. Environmental Exhibits. The Engineer shall prepare the necessary exhibits for the environmental study. The Engineer shall coordinate with the Environmental Project Manager and the State's Environmental Engineer for the preparation of these exhibits.

FC 130 – Right-of-Way Data

All standards, procedures and equipment used by the Engineer's Surveyor shall be such that the results of the survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

The Engineer shall locate the existing ROW within the project limits from project control monuments and prepare a layout map for the project.

130.1. Right-of-Way Map. The Engineer shall review and evaluate the proposed or existing right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the proposed right-of-way lines. The Engineer shall notify the County in writing if it is necessary to obtain additional construction easements or rights-of-entry and shall provide justification for such action. The Engineer shall be responsible for identifying and delineating any temporary construction easements in areas outside the County's Right of Way. The County shall secure the necessary legal instruments.

130.2. Utility Locations and Layouts. The Engineer shall coordinate with the County to determine the location of each existing and proposed utility and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall identify

and coordinate with each utility company for relocations required within each construction easement or right-of entry.

FC 145 – Project Management and Administration (Preliminary Engineering-FC 110-150) and FC 164 – Project Management and Administration (PS&E-FC 160-170)

The Engineer, in association with the County's Project Manager shall be responsible for directing and coordinating all activities associated with the project to comply with County policies and procedures, and to deliver that work on time.

Project Management and Coordination. The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

The Engineer shall:

- Prepare monthly written progress reports for each project.
- Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy.
- Meet on a scheduled basis to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.

FC 150 – Field Surveying and Photogrammetry

The Engineer shall provide design surveys as described within each work authorization as defined below:

Design survey – The combined performance of research, field work, analysis, computation and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to locating existing right-of-way, cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

Construction survey - The combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

It shall be the responsibility of the Engineer to secure right of entry to private property for the purpose of performing any surveying and soil boring activities. It is the stated policy of the County to make every effort to maintain positive relations with the general public. In pursuance of that policy, the Engineer shall not commit acts which will result in damages to private property and the Engineer will make every effort to comply with the wishes and address the concerns of private property owners.

150.1. Field Surveying. The Engineer shall verify the benchmark coordinates and establish additional horizontal and vertical control for the project. The Engineer shall provide supplemental field surveying services necessary to verify the Digital Terrain Model (DTM), produce topographic maps, establish the project baseline on the ground, locate and tie existing utilities to the project baseline, to tie the soil boring locations, and update topography. Coordinate geometry shall be based on and tied into State plane surface coordinate system. The Engineer shall:

1. Determine Project Baseline: The project base line must be coincidental with, or parallel to, the stationed "Design Center Line." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inches long, at Point of Curvatures (P.C.'s), Point of Intersections (P.I.'s) and Point of Tangents (P.T.'s) of horizontal curves and at 1000 feet maximum intervals on tangents. Baseline control points shall be offset with set iron rods on both sides near the existing ROW lines at a measured distance. If available, coordinate to field tie to the Project baseline set by adjacent Engineers for consistency and accuracy.

2. Horizontal and Vertical Control Surveys (Project Control):

The maximum distance between control points shall not exceed 1500 feet. The coordinate location and elevation of control points or center panel points based on GPS surveys conducted by the Engineer's Surveyor shall meet standards of accuracy. Reference may be made to standards of accuracy for First Authorization surveys as described in the Federal Geodetic Control Committee publication entitled Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques.

DATUM. All coordinates shall be based on the North American datum (NAD) 83 (1993 Adjustment). All elevations shall be based on the North American vertical datum (NAVD) of 1988, or as approved by the County.

All traverses conducted by the Engineer's Surveyor shall be tied to the National Geodetic Survey system, either directly or indirectly as follows:

The Engineer's Surveyor shall make sufficient measurements to existing National Geodetic Survey monuments to assess the angular, horizontal and vertical closure of each traverse.

The Engineer's Surveyor shall make sufficient measurements to monuments established by the State to assess the angular, horizontal and vertical closure of each traverse. All monuments established by the State for purposes of aerial photography control are based on the National Geodetic Survey system.

HORIZONTAL GROUND CONTROL

The coordinate location of the control or traverse points shall be based on traverses conducted by the Engineer's Surveyor meeting standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled Standards and Specifications for Geodetic Control Networks.

- Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Engineer's Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Engineer's Surveyor shall submit the traverse data to the State for further review. The State will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Engineer's Surveyor accordingly.

VERTICAL GROUND CONTROL

Elevations established on the control and benchmarks shall be conducted by the Engineer's Surveyor meeting standards of accuracy as set forth below. Reference may be made to standards of accuracy for third order vertical control traverses as described in the latest edition of the Federal Geodetic Control Committee publication entitled Standards and Specifications for Geodetic Control Networks.

- Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.
- In case where a traverse approaches but does not entirely meet these standards of accuracy and the Engineer's Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Engineer's Surveyor shall submit the traverse data to the State for review. The State will

make a determination as to the acceptability of the traverse as an exception to the standard, and the State will notify the Engineer's Surveyor accordingly.

- Document field work and submit field data to the State.

Additionally, the Engineer shall establish benchmarks at intervals not to exceed 1,000 feet for the limits of the Project; tie benchmarks (station/offset) to Project baseline. Benchmarks shall be 20M (ASTM) (3/4-inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmark circuits shall be tied to the State's elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Engineer's Surveyor shall verify the closure and submit adjustments to State for approval prior to beginning the field surveys.

Provide 8 ½" x 11" location sketches for all control points and benchmarks. These sketches shall be signed, sealed and dated by a Registered Professional Land Surveyor (RPLS).

3. Survey Control Index Sheets. The Engineer's Surveyor shall prepare a Survey Control Index Sheet and a Horizontal and Vertical Control Sheet, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set. The Survey Control Index Sheet shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the Horizontal and Vertical Control sheet identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the Survey Control Index Sheet and the Horizontal and Vertical Control Sheet should be used in conjunction with each other.

The following information should be shown on the Survey Control Index Sheet:

- Overall view of the project and primary control monuments set for control of the project.
- Identification of the control points.
- Baseline and centerline.
- Graphic (Bar) Scale.
- North Arrow.
- Placement of note "The survey control information has been accepted and incorporated into this PS&E" which is signed, sealed, and dated by a Texas Professional Engineer.
- RPLS signature, seal and date.
- TxDOT title block containing District Name, County, Highway, and CSJ.

The following information should be shown on the Horizontal and Vertical Control Sheet:

- Location for each control point, showing baseline and centerline alignment and North arrow.
 - Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
 - Basis of Datum for horizontal control (base control monument, benchmark name, number, datum).
 - Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
 - Date of current adjustment of the datum.
 - Monumentation set for Control (Description, District name/number and Location ties).
 - Surface Adjustment Factor and unit of measurement.
 - Coordinates (SPC Zone and surface or grid).
 - Relevant metadata.
 - Graphic (Bar) Scale.
 - Placement of note "The survey control information has been accepted and incorporated into this PS&E" which is signed, sealed and dated by a Texas Professional Engineer.
 - RPLS signature, seal and date.
 - TxDOT title block containing District Name, County, Highway No., and CSJ.
4. Perform datum ties as required. If required, establish an elevation base on the project control's datum to other public entities published benchmarks.
 5. Establish additional and verify existing control points. Horizontal and Vertical control ties should be made and tabulated, to other control points in the vicinity, which were established by other sources such as, the National Geodetic Survey (NGS), and the Federal Emergency Management Agency (FEMA), and as directed by the State.
 6. Obtain profile and cross section intersecting streets and driveways (to 50 feet outside ROW for driveways, and 200 feet for intersecting streets and 500 feet for intersecting streets greater than two lanes wide) for tie into project.
 7. Obtain cross section drainage channels for a distance of 200 feet each way outside the ROW lines. Cross sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels. The width of the cross sections shall cover the top of the channel over bank extending at least 50 feet beyond. Cross section data shall include flow line of the channel.

8. Secure right-of-entry (short of litigation), as needed for the project and the Engineer shall not commit acts which will result in damages to private property and the Engineer will make every effort to comply with the wishes and address the concerns of private property owners.
9. Locate existing underground and overhead utilities (location, elevation, size and direction).
10. Locate existing ROW.
11. ROW staking for additional field topography related to design work.
12. Review ROW maps.
13. Determine any changes in topography from outdated maps due to development, erosion, etc.
14. Determine type of existing material, existing pavements, etc.
15. Obtain profiles of existing drainage facilities.
16. Provide details of existing bridge structures. Obtain measurement of hydraulic opening under existing bridges.
17. Obtain top of manhole and flowline elevations, type and size, etc. of manholes, inlets, and valves of utilities.
18. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.
19. Obtain ties to existing bridges or culverts that may conflict with new construction.
20. Verify Digital Terrain Model (DTM) (cross sections at panel points) and planimetric mapping (DGN). Obtain additional existing ground cross sections as necessary to supplement the DTM files. Obtain cross sections at the center panel points to verify the DTM.
21. Obtain line (PGL) and the edges of slab at bent location.
22. Tie down soil boring locations by station, offset and surface elevation.
23. The Engineer's Surveyor using wetlands delineation information provided by the County shall stake and fence the areas containing wetlands. The Engineer's

Surveyor is to provide information back to the Engineer in an electronic file to be incorporated onto the Plan and Profile (P&P) sheets. This staking and fencing at the wetland areas shall be handled under separate agreement.

24. The Engineer's Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the TMUTCD. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the Engineer's Surveyor and approved by the County prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to County personnel upon request.
25. If at any time during the contract period, the Engineer's Surveyor encounters unforeseen circumstances which may materially affect the scope, complexity or character of the work authorized by the County, the Engineer's Surveyor shall notify the County in writing immediately with a complete description of the circumstances encountered.
26. The following definitions shall apply:
 - DGN-Two dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y axes. A planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.
 - DTM-Three dimensional digital model of the ground containing those features necessary to define surface relief. A three dimensional model does not normally contain those planimetric features not necessary to define relief.
 - Horizontal and vertical ground control-Survey control points for which the X and Y coordinate and elevation have been determined by on the ground surveys.

150.3. Digital Planimetric Mapping (DGN) and Digital Terrain Modeling (DTM).

1. The Engineer's Surveyor shall prepare DGN files covering the specific work location, meeting the State's standards and specifications. All areas obscured by vegetation or other obstructions resulting in voids shall be surveyed on the ground.
2. The Engineer's Surveyor shall prepare DTM files covering the specific work location, meeting the State's standards and specifications. All areas obscured by vegetation or other obstructions resulting in voids shall be surveyed on the ground.

3. The Engineer's Surveyor shall provide DGN and DTM files on a medium and in a format acceptable to the County.

150.4. Survey Technical Requirements. The Engineer shall perform each design and construction survey in compliance with the following technical requirements:

1. Each design survey and construction survey shall be performed under the direct supervision of a registered professional land surveyor currently registered with the Texas Board of Professional Land Surveying.
2. Horizontal and Vertical ground control used for design surveys and construction surveys, furnished to the Surveyor by the State or based on acceptable methods conducted by the Surveyor, shall meet the standards of accuracy required by the State.

Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:
 - Side shots or short traverses shall begin and end on horizontal and vertical ground control as described as described above.
 - The Engineer shall use standards, procedures and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) such that horizontal locations relative to the control may be reported within the following limits:
 - Bridges and other roadway structures: less than 0.1 of one foot.
 - Utilities and improvements: less than 0.2 of one foot
 - Cross-sections and profiles: less than 1 foot.
 - Bore holes: less than 3 feet.
 - The Engineer shall use standards, procedures and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) such that vertical locations relative to the control may be reported within the following limits:
 - Bridges and other roadway structures: less than 0.02 of one foot.
 - Utilities and improvements: less than 0.03 of one foot.
 - Cross-sections and profiles: less than 0.1 of one foot.
 - Bore holes: less than 0.5 of one foot.

FC 160 – Roadway Design Controls

The Engineer shall inform the County of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the County unless otherwise directed by the County to proceed. The Engineer shall identify, prepare exhibits and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to the County for coordination and processing of approvals.

160.1. Geometric Design. The Engineer shall:

- A. Preliminary Geometric Project Layout. The Engineer shall develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the County prior to the Engineer proceeding with the 60% milestone submittal package.

The Layout shall consist of a topographic survey file of existing features and the proposed improvements within the existing and any proposed ROW. The Layout shall also include the following features: existing/proposed ROW, existing/proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, retaining walls (if applicable) guard rail (if applicable), and water surface elevations for various rainfall frequencies, etc. Existing major subsurface and surface utilities shall be shown. The proposed alignment shall avoid as much as possible the relocation of existing utilities. The Engineer shall consider Americans with Disabilities Act (ADA) requirements when developing the layout. The Layout shall be prepared in accordance with the current Roadway Design Manual. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives will be considered to provide for an optimal design. The project layout must be coordinated with the County and adjacent Engineers, if any. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

160.2. Roadway Design.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the County. The drawings shall consist of a topographic survey file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the schematic

drawing. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown. Plan and Profile to be shown on separate or same sheets (this depends upon width of pavement) for main lanes, frontage roads, and direct connectors.

The plan view shall contain the following design elements:

1. Calculated roadway centerlines for mainlanes, ramps, cross streets and frontage roads, as applicable. Horizontal control points shall be shown. The alignments shall be calculated using GEOPAK.
2. Pavement edges for all improvements (mainlanes, direct connectors, ramps, cross streets, driveways and frontage roads, if applicable).
3. Lane and pavement width dimensions.
4. The geometrics of ramps, auxiliary and managed lanes.
5. Proposed structure locations, lengths and widths.
6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
7. Drawing scale shall be 1"=100'
8. Control of access line, & ROW lines and easements.
9. Begin/end superelevation transitions and cross slope changes.
10. Limits of rip rap, block sod, and seeding.
11. Existing utilities and structures.
12. Benchmark information.
13. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed mainlanes (cite direction), direct connectors, ramps, cross streets and frontage roads, if applicable. Vertical curve data, including "K" values shall be shown.
2. Existing and proposed profiles along the proposed centerline of the mainlanes, the outside shoulder line of ramps, and the outside gutter line of the designated (north, south, east or west) bound frontage roads.
3. Water surface elevations at major stream crossing for 2, 5, 10, 25, 50, and 100 year storms.
4. Calculated vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate, superstructure depth and required clearance.
5. The location of interchanges, mainlanes, grade separations and ramps (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).
6. Drawing vertical scale to be 1"=10'.

160.3. Typical Sections:

Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal (pavement coring shall be performed by the Engineer to determine existing pavement structure for removal items only, see FC 110) riprap, limits of embankment and excavation, etc. The typical sections shall also reference Pay Schedule for Item of work "Ride Quality of Pavement Surface".

160.4. Road Design: The Engineer shall provide the design of mainlanes with full shoulders, frontage roads, entrance and exit ramps, managed lanes and auxiliary lanes. The design shall be consistent with the approved schematic or refined schematic and the current Roadway Design Manual.

160.5. Cross Streets. The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement and drainage details. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.

160.6. Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections shall be delivered in standard GEOPAK format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), profiles, etc.

Two sets of drawings shall be submitted by the Engineer at the 30%, 60%, and 90%, and final submittals, respectively.

160.7. Plan Preparation. The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. Prior to the 30% submittal the Engineer shall schedule a workshop to review profiles and cross-sections with the County. The profile and cross sections shall depict the 2, 5, 10, 25, 50, 100 and 500 year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the County to determine the most feasible proposed roadway profile. The County will approve the proposed profiles and cross sections before the Engineer continues with the subsequent submittals. This scope of

services and the corresponding cost proposal are based on the Engineer preparing plans to construct freeway main lanes, direct connectors, ramps, frontage roads, and cross streets at intersections. The roadway plans shall consist of the types and be organized in the sequence as described in "Stand Alone Manual Notice Number 00-1".

FC 161 – Drainage

161.1. Drainage Report.

1. The Engineer shall prepare a single comprehensive drainage study and report of the project area. The report shall be divided into two phases:

The first phase will include the following items:

- Obtain existing HEC-2 or HEC-RAS models from applicable drainage authorities to the extent possible, for use in analysis and determination of the existing 2, 5, 10, 25, 50, 100 and 500 year (if available), water surface elevations at bayous, creeks, and ditch crossings along the project. This data will be utilized in the development of design roadway profiles.
 - Profile of natural ground along each proposed grade line of the roadway.
 - Profile of tentative proposed grade line of the roadway.
 - Profile of existing roadway.
 - Identify the existing drainage outfalls.
 - Identify the names of existing creeks, bayous and ditches within the project limits.
2. These profiles will be superimposed on a drawing along with the 2, 5, 10, 25, 50, 100 and 500 year (if available) water surface elevations. The profile drawing will provide an overall view of the roadway/existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the County to determine the most feasible proposed roadway profile. These profiles must be submitted to the County and approved before continuing with the preparation of the comprehensive drainage report. NOTE: THE ENGINEER WILL COORDINATE WITH ALL GOVERNMENT AGENCIES THROUGH THE STATE'S DISTRICT OFFICE.

The second phase will include the following items:

- Manhole head losses are to be computed as per the County's direction. Also, THYSYS (WINSTORM) computations are not needed for hydraulic grade line investigations. The head losses will be computed with a pressure flow equation generally applicable to pipe running full flow. A hydraulic grade line starting at the outfall channel will be determined for each storm sewer system in order to

obtain a design tailwater for each existing system. The design tailwater will be the starting basis for the design of the proposed storm sewer system.

- For drainage areas, the Engineer shall limit the outfalls into existing storm sewer to existing capacity flows, which will be determined by the Engineer. Alternate flow routes, if feasible, will be looked into for relieving storm sewer overload. The amount of the total detention storage to control storm sewer runoff for the design frequency will be determined based on hydrograph routing, as well as a rough estimate of the available on-site volume.
- Drainage areas and flows for cross culvert drainage systems will be determined as part of the comprehensive drainage report. Once determined, the sizing of the drainage crossings, hydrologic and hydraulics information will be provided to the County.
- The Engineer shall prepare a report signed, sealed and dated by a registered/licensed engineer and shall include the preliminary findings of the storm sewer capacities, requirement for line rerouting, preliminary detention storage volumes based on hydrograph and initial recommendations on how to mitigate the storm impact on the receiving streams. The report will also include preliminary sizing of the trunkline for the proposed gravity storm sewer within the limits of the project, conceptual and generic discussions of the alternatives considered, a comparative cost associated with each alternative and a recommended solution.
- Recommendations at this point should be generic and conceptual in nature, mainly for discussions with the County and the local government entities.

Guideline approach to the 100 year impact analysis:

An impact analysis is required on bayous, creeks and ditches as related to the County and FEMA criteria 10 and 100 year storm. The County required approach for impact prediction is as follows:

- Drainage areas for the existing and proposed conditions.
- The Engineer shall identify the existing drainage outfalls.
- Compute right of way corridor 100 year flood plain volumes for existing and proposed roadway elevations. A decrease in 100 year flood plain volumes is not allowed by the State or other governmental agencies, without adequate offsite mitigation.
- Compute existing and proposed peak flows by using hydraulics and hydrologic methodology and computer models. The additional lanes should be accounted for by increasing percent development.

- Storage computations will be based on hydrograph calculations and peak flows obtained in the item above. A mitigation volume for the 100 year storm will be computed.
- Analyze existing and proposed drainage system and quantify the increase in 100 year peak flows resulting from the roadway improvements.
- Hand calculations shall be provided which quantify the cut and fill within the 100 year flood plain, if any occur.
- Prepare conceptual 100 year sheet flow analysis for project utilizing existing and proposed conditions.
- Obtain current hydrologic and hydraulic computer models from government agencies and review and comment on the models.
- Current models will be updated to existing condition using the available State aerial photographs, and submitted to governmental agencies as the revised existing condition model.
- Analyze proposed roadway and outfall drainage improvements to quantify impacts to revised existing condition model.

This contract does not include the detailed design of outfall improvements outside of the right of way, except for ditch outfall transitions of cross drainage culvert structures to the existing ditch.

161.2. Scour Analyses and Stream Migration Studies. The Engineer shall prepare each scour analysis using methodology approved by the State as required in the work authorization. The Engineer shall select the methodology depending on the site conditions such as the presence of cohesive or cohesionless soil, rock or depth of rock, proposed foundation type, and existing site performance. The Engineer shall use HEC-18 for sites with cohesionless soils unless otherwise approved by the State. For other conditions, the Engineer may use the TSEAS 1993 (Texas Secondary Evaluation and Analysis for Scour) guidelines as approved by the State.

The Engineer shall coordinate with the State prior to commencing any work on any Stream Migration Study. This coordination shall include consultation with the appropriate State technical expert.

161.3. Culvert and Storm Drain Design. The Engineer shall develop design details that minimize the interference with the passage of traffic or incur damage to the highway and local property. The Engineer shall provide layouts, drainage area maps, and design of all drainage components. The Engineer shall design all conventional storm drainage and cross drainage in conformance with the latest edition of State Hydraulic Manual, Districts' criteria, and any specific guidance provided by the State. Storm drain design shall be performed using WinStorm or GEOPAK Drainage. Cross drainage design shall be performed using WINSTORM, HY 8 or HEC RAS. When oversized storm drains are used for detention, the Engineer shall evaluate the hydraulic gradeline throughout the whole

system, within project limits, for the design frequency(ies). The Engineer shall coordinate with the County any proposed changes to the detention systems. The County will assess the effects of such changes on the comprehensive drainage studies. The Engineer shall coordinate with the County and designers of adjacent projects to check that all proposed drainage systems accommodate the proposed construction phasing plan.

The Engineer shall perform the following:

1. Prepare culvert cross sections. (The Engineer should list station locations)
2. Identify areas requiring trench protection, excavation, shoring and de-watering.
3. Prepare drainage area maps.
4. If applicable, prepare plan/profile sheets for storm drain systems and outfall ditches.
5. Select standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatment, etc.
6. Prepare details for non-standard inlets, manholes and junction boxes.
7. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
8. Identify pipe strength requirements.
9. Prepare drainage facility quantity summaries.
10. Identify potential utility conflicts and design around them, wherever possible.
11. Take into consideration pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
12. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
13. Locate soil borings every 500 feet along the storm sewer alignment and at every 2000 feet take a piezometric reading.
14. If applicable, prepare Hydraulic Data Sheets for any bridge or cross drainage structures at outfall channel. (Indicate site location such as name of creeks or bayou and stations)

The scope may include extending, adjusting or replacing non bridge-class culvert crossing(s) as specified in the work authorization.

161.4. Temporary Drainage Facilities. The Engineer shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

161.5. Layout, Structural Design and Detailing of Drainage Features.

The Engineer shall develop layouts for the following:

1. Culverts: New culverts; culvert replacement.
2. Storm Sewers: New or modified storm sewers; inlets; manholes; trunk lines.
3. Subsurface drainage at retaining walls.
4. Outfall channels within existing ROW
5. Bridge deck drainage systems, including internal drainage piping within the bents where required on structures.
6. Detention ponds, associated outlet structures and details, if applicable. If information not available at the time of initial scoping this work shall be considered as additional work.

The Engineer shall use standard details where practical.

161.6. Floodplain Cut and Fill. Using water surface elevation profiles determined by the comprehensive drainage study, the Engineer shall calculate proposed cut and fill volumes below the 100 year flood elevation.

FC 162 – Signing, Pavement Markings and Signalization (Permanent)

162.1. Signing. The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the County (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from State Standards.

162.2. Pavement Marking. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the County (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

The Engineer shall provide the following information on sign/pavement marking layouts:

- Roadway layout.
- Center line with station numbering.
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, or to be relocated.
- Proposed signs (illustrated, numbered and size).
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Proposed delineators and object markers.

- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

FC 163 – Miscellaneous (Roadway)

The Engineer shall provide the following services:

163.1 Traffic Control Plan, Detours, Sequence of Construction. The Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the TMUTCD. The Engineer is to implement the current Barricade and Construction (BC) standards as applicable.

1. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The Engineer shall show temporary roadways, ramps and detours required to maintain lane continuity throughout the construction phasing.
2. Coordinate with the State in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The Engineer shall assist the County in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.
3. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access.
4. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
5. Prepare each TCP in coordination with the State. The TCP shall include interim signing for every phase of construction. Interim signing shall include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
6. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the County.

7. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the County in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
8. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
9. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
10. The Engineer shall identify and delineate any outstanding ROW parcels.
11. Delineate areas of wetlands on traffic control plans.

163.2. StormWater Pollution Prevention Plans (SW3P). The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

163.3. Compute and Tabulate Quantities. The Engineer shall provide the summaries and quantities within all formal submittals.

163.4. Special Utility Details (Water, Sanitary Sewer, etc.) The Engineer shall develop special details to accommodate or adjust utilities. Prior to developing any special utility detail, the Engineer shall notify the County in writing regarding each utility conflict that may require an accommodation. As directed by the County the Engineer shall coordinate with each utility to develop each special detail. The Engineer shall develop each utility detail or accommodation in compliance with the State's *Utility Accommodation Rules*. The Engineer shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the details into the County's plans.

163.5. Estimate. The Engineer shall independently develop and report quantities necessary to construct contract in standard State bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction estimates using Estimator. The estimate shall be provided in DCIS format at the 95% and Final PS&E submittals.

163.6. Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes from the District's *Master List of*

General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

FC 165 – Traffic Management Systems (Permanent)

Not applicable

FC 170 – Bridge Design

Not applicable

Deliverables

Plans

The Engineer shall provide the following information at each submittal:

1. 60% Plans Submittal:

- 1.1. 8 sets of 11" x 17" plan sets for the State District review.
- 1.2. Estimate of construction cost.
- 1.3. Engineer's internal QA/QC marked up set.
- 1.4. 1 set of a roll format TCP phasing layouts, 1 .pdf of plans sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the DSRT for the State review.
- 1.5. For Division Hydraulic Review of existing Bridge Class Culverts, 5 sets of 11" x 17" Bridge Class Culvert Plan and Profile sheets and Hydrology & Hydraulics sheets, include project title sheet and project layout sheet.
- 1.6. Form 1002 and Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.

2. Review Submittal (90%)

- 2.1. 10 sets of 11" x 17" plan sheets for the State District Review.
- 2.2. Estimate of construction cost.
- 2.3. Marked up general notes
- 2.4. Construction schedule.
- 2.5. List of governing Specifications and Special Provisions in addition to those required.
- 2.6. Marked up general notes.
- 2.7. Plans estimate.
- 2.8. New Special Specifications and Special Provisions with Form 1814, if applicable.
- 2.9. Triple Zero Special Provisions.

- 2.10. Engineer sign, seal and date supplemental sheets (8 ½" x 11").
 - 2.11. Contract time determination summary.
 - 2.12. Significant project procedures form.
 - 2.13. Right-of-Way and utilities certification.
 - 2.14. Temporary road closure letters.
 - 2.15. Construction speed zone request.
 - 2.16. Other supporting documents.
3. Final submittal (100%).
- 3.1. 14 paper sets of 11" x 17"
 - 3.2. Revised supporting documents from 95% review comments.

Electronic Copies

The Engineer shall furnish the State with a CD/DVD of the final plans in pdf format.

The Engineer shall also provide separate CD/DVD containing cross section information (in dgn, XLR & ASCII formats) for the contractor's use.

Primavera (P3) file or the latest scheduling program used by the State for construction time estimate.

Calculations

The Engineer shall provide a 3-ring binder with all quantity and non-structural design calculations.

Provide a bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances.

Provide working copies of all spreadsheets and output from any programs utilized on a CD/DVD in a universally reliable format.

The Engineer may provide the requested information on a CD/DVD. Submit element normally bound using a .pdf format.

FC 309 - Construction Phase Services

The Engineer shall provide Construction Phase Services at the written request of the County's project manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal.

The ENGINEER Led Inspection Teams (ELIT), will perform various types of services and manage construction of specific operations as defined below:

1. Structure Inspection (bridge and bridge class culvert) – includes foundations, substructure and superstructure
2. Hot Mix Asphalt Paving Inspection – includes the subgrade up to the pavement
3. Storm Water Pollution Plan Inspection

Additionally, the ENGINEER shall provide the types of services as listed below at the direction of the County:

1. Change Orders (ENGINEER to provide their estimate of cost of the change order to the COUNTY and assist the COUNTY with negotiations if they desire,
2. Track all shop drawing submittals, reviews and approvals,
3. Response to RFIs,
4. Perform a liquidated damages assessment,
5. Review Traffic Control Plans
6. Verify lane closures are in accordance with COUNTY guidelines.
7. Review work schedule, plan changes, construction issues, traffic changes, public information topics to include review and approval of the contractor's baseline schedule as well as monitoring the schedule
8. Perform time impact analysis should contractor request more time
9. Develop plans to address design needs due to field changes (inspection of this work shall be done by a firm other than the one providing the design). Change order plans, signed and sealed by a licensed engineer in the State of Texas, as requested by the County. This work shall not address errors and omissions,
10. If requested by the COUNTY, identify and make recommendations to the COUNTY for the corrections of plan errors and omissions, substitutions, defects and deficiencies in the work of the contractor, subs, vendors, etc.
11. Provide as-built plans if requested.
12. CPM (Critical Path Methodology); and
13. Inspection to include daily diaries, weekly SW3P inspections, testing (Lab and Field)

GENERAL REQUIREMENTS

The ENGINEER shall provide all labor, equipment, tools, and incidentals to inspect, sample, test and recommend acceptance to the COUNTY on the specific construction operations as defined in the scope of services. The ENGINEER shall provide personal protective equipment (PPE) and easily identifiable vehicles for its personnel. The PPE shall meet all current standards set by the Occupational Safety and Health Administration (OSHA).

The ENGINEER shall be responsible for ENGINEER led inspection teams to ensure the specific operations as defined within are conducted in accordance with the construction plans, specifications, special specifications and special provisions.

The ENGINEER shall provide certified personnel, outlined in the Quality Assurance plan, that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must be certified. The ENGINEER will provide copies of current certifications.

The ENGINEER shall assist and advise the COUNTY in matters of policy and procedure, and generally accepted industry practices. The ENGINEER shall identify deficiencies in the work of the contractor, its subcontractors, its vendors and its consultants in the specific construction operations and inform the COUNTY of these deficiencies.

The ENGINEER shall coordinate the County Engineer or his designee to schedule inspection of contractor work activities. The ENGINEER shall be required to be on-site performing inspection duties at any time the work is being performed including nighttime hours and on weekends as required by the planned construction work. No overtime will be paid without prior approval from the COUNTY.

The scope of the project is based on the construction contract construction schedule, added days to the schedule as well as a closeout period. The ENGINEER shall be responsible to close out the project and ensure that documentation and project related issues have been resolved and submitted to the COUNTY by the ENGINEER.

The ENGINEER shall attend any meetings required by the COUNTY to discuss specifications and action plans with regards to the pertinent bid items, i.e. Pre-Paving meeting, etc.

The ENGINEER shall perform Construction Engineering and Inspection (CEI) services, to assist the COUNTY in managing its construction operations before, during, and after the construction of improvements located in Caldwell County.

The ENGINEER shall assist the COUNTY throughout all aspects and phases of construction operations and shall, when and as requested by the COUNTY, fully support the COUNTY in its dealings with the contractor, suppliers, subcontractors, other engineers, legal counsel, accountants, other consultants, government entities, utilities, property owners, and the general public.

The ENGINEER shall provide qualified technical and professional personnel to adhere to professional standards consistent with those typically met by nationally known and highly regarded construction management firms assigned with the terms of this agreement. Unless otherwise instructed by the COUNTY, the ENGINEER shall minimize the need for the COUNTY to apply its own resources to assignments.

The COUNTY reserves the right to require replacement of any personnel assigned to the project during this contract if performance is determined to be unsatisfactory by the County, or if any required certifications are allowed to lapse.

Relevant Standards, Manuals and Policies. The ENGINEER shall be responsible for the Construction Engineering and Inspection of an assigned project to ensure it is constructed in accordance with the construction plans, specifications, special specifications and special provisions. The ENGINEER shall ensure compliance with all the COUNTY's relevant standards, manuals, and policies, including the Texas 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (Spec Book), special specifications, and special provisions. The ENGINEER shall follow the TxDOT 2010 Guide for Sampling and Testing, the District's Procedures, the guidelines in TxDOT Utilities Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and all manuals accessible on TxDOT's external Website.

The ENGINEER shall have knowledge in grading operations, Design Utilizing Texas Cone Penetrometer (TCP) Founding methodology, knowledge of Occupational Safety and Health Administration (OSHA) regulations.

Level of Authority as Granted by the COUNTY. The ENGINEER shall be delegated certain levels of authority in decision making on the project at the discretion of the COUNTY. This will be further described under the appropriate tasks. The ENGINEER shall assist and advise the COUNTY in matters of policy and procedure, and generally accepted industry practices.

Plan Errors and Omissions by Others. The ENGINEER shall provide services including identification and recommendation of corrections of plan errors and omissions, substitutions, defects, and deficiencies in the work of the contractor, its subcontractors, its vendors and its consultants and coordinate all efforts to meet the project budget and schedule. Any plan errors submitted by the contractor shall be addressed with the COUNTY immediately.

Hours of Work. The ENGINEER shall coordinate with the County Engineer or his designee to schedule inspection of contractor work activities. The ENGINEER shall be required to work during nighttime hours and on weekends as required by the planned construction work.

If, at any time during the project, weather conditions, project delays, or work stoppages temporarily reduce the need for personnel, the COUNTY has the authority to reduce the weekly hours below forty (40) per week, per individual. It is the duty of the ENGINEER to manage the overtime accordingly.

No overtime will be paid without prior approval from the COUNTY. The scope is based on the construction contract construction schedule, added days to the schedule as well as a closeout period. The ENGINEER shall be responsible to close out the project. This includes ensuring that all documentation and project related issues have been resolved and submitted to the COUNTY by the ENGINEER.

Progress Reporting and Invoicing. The ENGINEER shall invoice according the Function Code breakdowns as shown in Attachment "C" of the Contract for Engineering Services and Exhibit "D"-Fee Schedule, of each Work Authorization. The ENGINEER shall submit each invoice electronically directly to the County using the COUNTY's template for the appropriate method of payment template.

On a monthly basis the ENGINEER shall provide their Disadvantaged Business Reporting information to the County.

The ENGINEER shall submit a monthly written progress report to the COUNTY's Project Manager regardless of whether the ENGINEER is invoicing for that month. The ENGINEER's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

Field Office Equipment. The ENGINEER shall provide computer equipment as noted, personal protective equipment (PPE) and easily identifiable vehicles for its personnel. The computer equipment shall include laptop computers. Additionally, the ENGINEER shall provide printers and cell phones not otherwise provided by the contractor but needed to perform the work. The PPE shall meet all current standards set by the OSHA.

Construction Issues and Conflicts. The ENGINEER shall identify, track and assist in the resolution of construction issues and conflicts, and provide data to the County Engineer and their representatives to support monitoring and recording of construction activities.

TASK DESCRIPTIONS AND FUNCTION CODES

FUNCTION CODE 309 (Consultant Prepared Plans) OR 350 (STATE Prepared Plans)

Design Verification, Changes and Alterations.

A. Change Orders

1. The ENGINEER shall review the County's Change Order policy.
2. The ENGINEER shall provide an estimated cost of change orders to the COUNTY and aid the COUNTY in price negotiations of new pay items added by change

order. Review the information submitted by the contractor to verify the prices are within the current STATEwide or district bid averages. If the price exceeds the bid averages, review the breakdown to ensure the contractor is using the allowed mark-ups as specified in the Spec Book. Prices should be fair and reasonable based on the time, material, equipment and labor necessary to perform the work.

3. The ENGINEER shall provide appropriate documentation including justification for the change order, revised drawings and plan sheets with appropriate design backup documentation, cost breakdowns, time impacts, and change order descriptions.
4. The ENGINEER shall work with the COUNTY on submitting change orders. All change orders shall be signed by the COUNTY.
5. The ENGINEER shall coordinate with the COUNTY by sending all change orders to the assigned County personnel for funding before a change order is sent to the contractor.
6. Provide all documentation supporting the need for any change orders.
7. Provide all plan sheets associated with change orders. The plan sheets shall be signed, sealed and dated by a Texas Registered Professional ENGINEER.
8. Provide Complete Change Order Checklist, signed by the ENGINEER.
9. Follow any current and new processes that are mandated by the COUNTY.
10. If third party funds are associated with the change order, the ENGINEER shall assist the County as needed.

Deliverables:

- Sealed, revised plan sheet(s) for any changes made, and corresponding recommended change orders
- All change orders funded by the COUNTY and by the contractor
- All documentation supporting the need for any change orders
- All plan sheets associated with change orders shall be sealed by an ENGINEER
- Complete Change Order Checklist, signed by the ENGINEER

B. Submittal, Tracking and Approval of the Shop Drawings

1. The ENGINEER shall log, monitor, and coordinate the contractor's submittals of fabrication plans, erection plans, shop drawings, change orders, Material on Hand, time extensions product and material submittals, and Request for Information (RFI).

2. The ENGINEER shall forward submittals and shop drawings to the appropriate party and verify return of documents.
3. The ENGINEER shall address RFI's as directed by the COUNTY.
4. The ENGINEER shall make recommendations to the COUNTY for resolution of any RFI's and draft any correspondence necessary for the resolution of the RFI.
5. The ENGINEER shall coordinate RFI resolutions with appropriate party as directed by the COUNTY.
6. The ENGINEER shall submit all shop drawing electronically as outlined in the "Guide to Electronic Shop Drawing Submittal".
7. The ENGINEER shall track all shop drawing submittals, reviews and approvals.

FUNCTION CODE 310

PROJECT SUPERVISION

- A. For Traffic Control Inspection, the ENGINEER shall:**
1. Review plan sheets for Traffic Control Plan (TCP) changes or modifications.
 2. Verify that all lane closures follow STATE guidelines and lane restrictions as found in the project plans.
 3. Ensure that all lane closure information is sent to the County Public Information Office (PIO) and others as directed one week prior to the closure.
 4. Ensure that if scheduled lane closures are cancelled, a County's PIO and others, as directed, are notified immediately with updated information.
 5. Coordinate lane closures with the County staff.
 6. Oversee project barricades and signs on a daily basis and coordinate corrections with the contractor as required.
 7. Perform inspections of barricades and report to contractor on TxDOT Form 599 at a minimum of three inspections per month (two daytime inspections and one nighttime inspection).
 8. Complete TxDOT Form 599, documenting deficiencies or actions needed and submit to contractor for corrective actions. The ENGINEER shall document when the deficiencies or actions are addressed and escalate as required. Once completed, send to the County for review. No copies shall be maintained by the ENGINEER, nor sent to any individual via email.
 9. Ensure the contractor makes repairs to critical items immediately and other deficiencies or actions shall be addressed as soon as possible per Item 502 Barricades, Signs, and Traffic Handling and enforce non-payment of item, if needed.

10. Ensure all items meet requirements of TMUTCD, TCP, standards and specifications and STATE compliant list which include at a minimum:
 - a. proper devices are used
 - b. devices are clean and free of damage
 - c. devices are properly aligned and spaced
 - d. devices have proper reflectivity
 - e. pavement markings are performing properly
 - f. proper flagging procedures are followed
 - g. signs are properly mounted and not leaning
 - h. the overall set up is in compliance

B. For Project Coordination, the ENGINEER as directed by the COUNTY shall provide the following in writing (for example, meeting minutes and e-mails):

1. Conduct weekly coordination meetings on the project with the COUNTY Representative, contractor, Subcontractors and other interested parties.
2. Conduct pre-activity meetings for major operations or traffic control changes.
3. Review the work schedule, plan changes, construction issues, submittal progress, traffic changes, public information topics, and all other relevant matters to include review and approve the contractor's baseline schedule to verify the contractor has followed the approved Traffic Control Plan and all work has been incorporated into the schedule.
4. Monitor the progress of the contractor's approved schedule and the progress of the work with the goal of meeting the contract completion date, review and monitor the contractor's work schedule monthly and recommendation to the COUNTY regarding any changes or needed changes to the schedule, notify the COUNTY if the schedule does not adequately reflect appropriate completion dates, reasonable resources, or errors in logic. If additional time is requested by the contractor, the ENGINEER shall review the contractor's request and verify the time impact analysis.
5. Analyze the contractor's monthly critical path method (CPM) schedule and provide recommendations for modifications or acceptance and verify the CPM schedules follow all guidelines described in the specifications. Any revisions to the schedule will require approval by the COUNTY.

C. For Project Correspondence, the ENGINEER shall:

1. Upon receipt of written correspondence from the contractor, draft a response within five (5) working days for the COUNTY to review, comment, approve and sign. The ENGINEER shall track all correspondence, approved or outstanding. All informal

correspondence should be sent to the COUNTY via e-mail. All formal correspondence should be sent on the ENGINEER's letterhead.

2. Manage project issues and work directly with the contractor as directed in writing by the COUNTY.
3. Escalate any major project issues to the COUNTY.
4. Copy the COUNTY's Project Manager (PM) on all internal and external correspondence.

D. Deliverables (as directed by the COUNTY):

1. Monthly Barricade Inspection Reports
2. Baseline Schedule review
3. Monthly Update Reviews
4. Time Impact Analysis Reviews

FUNCTION CODE 320

INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS

A. The ENGINEER shall inspect work incorporated into the project as assigned by the COUNTY to :

1. Verify that the project is built according to the plans and specifications, and all contract documents.
2. Verify the accuracy of the work and determine pay quantities by making measurements and surveys as assigned by the COUNTY,
3. Verify all the specifications and special provision requirements are met for inspected items of work regarding materials, construction, measurement and payment.
4. Verify daily quantities for each item of work assigned, performed and tabulate into a monthly pay estimate to the contractor. The estimate shall be furnished to the COUNTY for execution of payment.
5. Verify all material sourcing information and address all material or testing deficiencies on a monthly basis.

B. The ENGINEER shall maintain all records on the project per COUNTY procedures including daily work reports (DWR), diaries, show drawings and submittals, Requests

for Information (RFI) drawings and sketches of measured items, sets of plans, record set plans, material on hand forms and general correspondence.

- C. The ENGINEER shall verify appropriate mill tests, materials approval and Buy America certifications are available as required.
- D. The ENGINEER shall verify DBE documentation; Commercially Useful Function reviews; Prompt Pay and Wage rate surveys are complete and correct. Verify corrections are made by the contractor.
- E. The ENGINEER shall verify and document all contractors' Form CST-C_1 (Additional Classification and Wage Rate Request) and Form 2182 (Commercially Useful Function Site Review) as directed by the COUNTY in writing (meeting minutes, emails and other).
- F. Monthly Progress Estimates.

The ENGINEER shall:
 - 1. Prepare all monthly progress estimates for approval by the COUNTY and submit them on the date that is determined by the COUNTY for each estimate cycle.
 - 2. Verify all quantities and coordinate with the contractor when discrepancies arise.
 - 3. Submit a copy of the installed work report or equivalent at the end of each week to the contractor for concurrence.
 - 4. Make recommendation for payment for work inspected during the month.
- G. The ENGINEER shall maintain a log of all contractor submittals including RFI's, shop drawings, concrete, police officer hours, material testing requirements, material on hand, reviews, approvals, and any other logs deemed necessary by the COUNTY, and upon request provide the log to the COUNTY.
- H. The ENGINEER shall administer the material on hand, process and shall:
 - 1. Verify eligibility for payment of any material requested for payment of material on hand.
 - 2. Monitor and verify material on hand before paying the contract per the requirements of the specification.
 - 3. Perform on-site and off-site checks to verify the material is part of the contractor's inventory as directed.
 - 4. Collect invoices, certifications and testing information from the contractor to pay for material on hand within sixty (60) days.
 - 5. Remove the material from the estimate, if no invoices are provided with sixty (60) days.
 - 6. Spot check on-site and off-site the material on hand and document for accuracy.

7. Maintain a log per COUNTY procedures.
- I. For the Environmental Process, the ENGINEER shall:
1. Follow all current Storm Water Management guidelines and verify Storm Water Pollution Prevent Plan (SW3P) and Environmental Permits Issues and Commitments (EPIC) sheet requirements are followed.
 2. Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's)
 3. Maintain the SW3P working drawings, which shall be located in the field office at all times.
 4. Maintain documentation in accordance with the Texas Pollutant Discharge Elimination System's (TPDES), and Construction General Permit (CGP).
 5. Perform SW3P inspections every seven (7) calendar days and record the results on the STATE'S 2118-D form and report and deficiencies to the contractor and verify corrections were made per the requirements of the CGP.
 6. Verify that the contractor follows the guidelines of the CGP.
 7. Notify the County immediately in the event the contractor has failed to make the corrections as per the requirements of the CGP.
 8. Provide all environmental correspondence to the COUNTY.
 9. If there are any change orders or added construction that will impact the Environmental document, the ENGINEER shall coordinate with the COUNTY to provide the necessary documentation.
 10. Verify the project is administered according to the environmental document and EPIC sheet.
 11. Maintain a separate SW3P working copy of plan set and verify it is updated accordingly to remain in compliance.
- J. For Documenting and Reporting, the ENGINEER shall:
1. Prepare a Daily Work Report (DWR) for each day of work from the begin work date until final acceptance. All inspectors shall prepare their own DWR each day they are on the project. Each DWR must have the weather recorded for that day, including temperature high and low, weather conditions, all visitors to the project, traffic conditions, lane closure hours, police officer names and hours worked, portable message sign hours, instruction given to the contractor, the contractor work hours, the contractor's equipment and utilization, and EEO issues, safety concerns, SW3P information, and accidents. When recording information pertaining to accidents, record only factual information as observed, not personal opinion. Also, include the subcontractors on the project, the number of hours on the project, and the work they are performing, and items for payment.
 2. Maintain all relevant subcontractor forms, contract assurance logs, agreements, and statements of compliance.
 3. Submit subcontractor approval requests to the COUNTY (including hauling trucks). COUNTY approval shall be required prior to payment to the contractor for the work performed by the subcontractor.

4. Fill out the DWR work items tab as a means to pay for items of work inspected. Input the station number, supporting calculations, quantity being paid, any comments or remarks necessary, and any other information to properly distinguish the item being paid. Reference plan sheets as reference markers.
 5. Maintain hard copies of measurements and attachments that support the calculations and quantities listed in the DWR's.
 6. Maintain a daily diary on the project. This diary will allow the ENGINEER to recommend payment for the items listed in the DWR and to charge time on the project and maintain milestone charges, if applicable.
 7. Identify items that will overrun and under run during the course of the project. These should be addressed via change order per the COUNTY policy.
 8. Follow TxDOT's Concrete Procedures for field concrete specimens
 9. Maintain a set of project records and setup according to COUNTY procedures.
 10. Coordinate with the COUNTY for the STATE Audits to be performed. Track resolution of audit deficiencies.
- K.** The ENGINEER shall provide computer/office equipment limited to laptops, cell phones, printers, personal protective equipment (PPE) and easily identifiable for its personnel. The PPE shall meet all current standards set by the Occupational Safety and Health Administration (OSHA).
- L. Deliverables for Items A-L ;**
1. Monthly Project Estimates (with hard copies of measurements and attachments that support the calculations and quantities listed in the estimate).
 2. Monthly 3rd party estimates
 3. Monthly Material on Hand forms (1914 and 1915) HMA CX2 forms
 4. Paid invoices for material on hand
 5. Documentation for extra work
 6. SW3P Working Plan Set
 7. Weekly SW3P inspections (2118-D Form)
 8. One DWR per day by each person inspection items of work on the project and supporting hard copy documentation.
 9. One Diary per day by the project ENGINEER or Project Manager
- M. Construction Scheduling Support Services (Primavera Scheduling Software)**
- 1. Contract Time Determination**
 - a. The ENGINEER shall develop a contract time determination schedule for the COUNTY's use in establishing the working days for the plans, specifications and estimate (PS&E).
 - b. The ENGINEER shall use production rates approved by the COUNTY

- c. Use Primavera scheduling software unless directed otherwise by the COUNTY
- d. Use appropriate calendars and coding for modeling the type of work and incorporate weather and other constraints in the calendars.
- e. Contract time calendar should conform to the definition of a working day as defined in the PS&E.
- f. The ENGINEER shall develop the time determination schedule to follow the traffic control plans taking into consideration the breakdown of quantities of work to be done in each phase.
- g. The ENGINEER shall review contract time determination schedules and provide a written summary of findings.

2. Preliminary and Baseline Schedules:

The ENGINEER shall:

- a. Review, analyze, and provide recommendations and submit a review report on Contractor's preliminary schedule.
- b. Review, analyze, and provide recommendations and submit a review report on the contractor's baseline schedule.
- c. Attend Preconstruction Meeting and any other required meetings.

3. Schedule Updates

The ENGINEER shall:

- a. The review and analysis of the Contractor's monthly progress schedule updates and submit updated Schedule Review Report containing a detailed review of critical activities.
- b. Coordinate with the COUNTY's personnel to compare actual construction status with the Contractor's monthly update. Verify the accuracy of the schedule, actual start date and finish date.

B. For Project Coordination, the ENGINEER shall:

- 1. Conduct weekly coordination meetings on the project with the contractor, appropriate Subcontractors, COUNTY representative, and other interested parties.
- 2. Conduct pre-activity meetings for major operations or traffic control changes.
- 3. Review the work schedule, plan changes, construction issues, submittal progress, traffic changes, public information topics, and all other relevant matters to include review and approve the contractor's Baseline schedule to ensure the contractor is following the Traffic Control Plan and that all work is incorporated into the schedule.

4. Monitor the progress of the contractor's approved schedule and the progress of the work with the goal of meeting the contract completion date, review and monitor the contractor's work schedule monthly and make recommendations to the COUNTY regarding any changes or needed changes to the schedule, notify the COUNTY if the schedule does not adequately reflect appropriate completion dates, reasonable resources, or errors in logic. If added time is requested by the contractor, the ENGINEER shall review the contractor's request and analyze the time impact analysis.
5. Analyze the monthly contractor's Critical Path Method (CPM) schedule and make recommendations for modifications or acceptance and verify the CPM schedules follow all guidelines described in the specifications. Any revisions to the schedule shall be approved by the COUNTY.

C. For Project Correspondence, the ENGINEER shall:

1. Upon receipt of written correspondence from the contractor, draft a response within five (5) working days for the COUNTY to review, comment, approve, and sign. The ENGINEER shall track all correspondence, approved or outstanding. All informal correspondence should be sent to the COUNTY via email. All formal correspondence should be sent on ENGINEER Letterhead.
2. Manage all project issues and work directly with the contractor as directed by the COUNTY. Escalate any major project issues to the COUNTY.
3. Copy the COUNTY's PM on all internal and external correspondence.

D. Deliverables:

Monthly Barricade Inspection Reports (Minimum 3)
The ENGINEER is NOT to maintain copies of 599
Police Officer Reports
Baseline Schedule review
Monthly update reviews
Time Impact Analysis reviews

E. Construction Inspection. The ENGINEER shall inspect all work associated with the PS&E.

In addition, all materials and requirements referenced in the specifications will be inspected and/or verified.

1. Verify that the work performed is in accordance with the plans and specifications, and all contract documents.
2. Verify accuracy of the work and determine pay quantities by making measurements and surveys as needed.

3. Ensure all of the specification, special specification, and special provision requirements are met for each item of work regarding measurement and payment, and perform required measurements.
 4. Verify daily quantities for each item of work performed and tabulate into a monthly pay estimate to the contractor. The estimate shall be furnished to the COUNTY for execution of payment.
 5. Enter measurement and payment information daily for the items inspected by the ENGINEER personnel.
 6. Ensure all material sourcing information is entered into necessary records and address all material or testing deficiencies on a monthly basis.
- A. The ENGINEER shall maintain all records on the project per County procedures including daily work reports (DWR), diaries, shop drawings and submittals, Requests for Information (RFI), drawings and sketches of measured items, sets of plans, as-built plans, material on hand forms 1914 and 1915 (monthly), and general correspondence.
 - B. The ENGINEER shall be proficient in drill shaft installations. Inspectors should have knowledge in geological materials to ensure proper founding is achieved, underwater/slurry displacement concrete placement procedures, and general use of steel casing for dewatering/stability applications.
 - C. The ENGINEER shall verify appropriate mill tests, materials approval and Buy America certifications are available as required.
 - D. The ENGINEER shall ensure DBE documentation; Prompt Pay and Wage Rate surveys are complete and correct. Verify and ensure corrections are made by the contractor.
 - E. The ENGINEER shall verify and document all contractors' Form CST-C-1 (Additional Classification and Wage Rate Request) and Form 2182 (Commercially Useful Function Site Review) as directed by the COUNTY.
 - F. Monthly Progress Estimates
The ENGINEER shall:
 1. Prepare all monthly progress estimates for approval by the COUNTY and submit them on the date that is determined by the COUNTY for each estimate cycle.
 2. Verify all quantities and coordinate with the contractor when discrepancies arise.
 3. Submit a copy of the installed work report or equivalent at the end each week to the contractor for concurrence.
 4. Make recommendation for payment for all work performed during the month.
 - G. The ENGINEER shall administer the Material on Hand process and shall:

1. Verify eligibility for payment of any material requested for payment of material on hand
 2. Monitor and verify material on hand before paying the contractor per the requirement of the specification.
 3. Perform on-site and/or off-site checks to ensure the material is part of the contractor's inventory as directed.
 4. Collect invoices, certifications and testing information from the contractor to pay for material on hand within sixty (60) days.
 5. Remove the material from the estimate, if no invoices are provided within sixty (60) days
 6. Spot check on-site and/or off-site the material on hand documentation for accuracy.
 7. Maintain a log per County procedures.
- H. For the Environmental Process the ENGINEER shall:
1. Follow all current Storm Water Management guidelines and ensure Storm Water Pollution Prevention Plan (SW3P) and Environmental Permits Issues & Commitments (EPIC) Sheet requirements are followed.
 2. Verify appropriate permits are in place for all contractor Project Specific Locations (PSL's).
 3. Maintain the SW3P working drawings, which shall be located in the field office at all times.
 4. Maintain documentation in accordance with the Texas Pollutant Discharge Elimination System's (TPDES), Construction General Permit (CGP).
 5. Perform SW3P inspections every 7 calendar days and record the results on TxDOT's 2118-D form and report any deficiencies to the contractor and verify corrections were made per the requirements of the CGP.
 6. Verify that the contractor follows the guidelines of the Construction General Permit (CGP).
 7. Provide personnel certified in ENV103 and ENV300, or equivalent.
 8. Notify the COUNTY immediately in the event the contractor has failed to make the corrections as per the requirements of the CGP.
 9. Provide all environmental correspondence to the COUNTY.
 10. If there are any change orders or added construction work that will affect the Environmental document, the ENGINEER shall coordinate with the COUNTY.
 11. Be familiar with the environmental document, EPIC sheet and ensure project is administered accordingly.
 12. Maintain a separate SW3P working copy of plan set and ensure it is updated accordingly to remain in compliance.
- I. For Documenting and Reporting the ENGINEER shall:
1. Prepare a Daily Work Report (DWR) for each day of work from the begin work date until final acceptance. All inspectors shall prepare their own DWR each day they are on the project. Each DWR must have the weather recorded for that day, including temperature high and low, and weather conditions, all visitors to the project, traffic

conditions, lane closure hours, police officer names and hours worked, portable message sign hours, instructions given to the contractor, the contractor work hours, the contractor's equipment and utilization, any EEO issues, safety violations, SW3P information, and accidents. When recording information pertaining to accidents, record only what happened, not a personal opinion (example the red car hit the blue car at 2:00pm on frontage road). Also include the subcontractors on the project, the number of hours on the project, and the work they are performing, and items for payment.

2. Maintain all relevant subcontractor forms, contract assurance log, agreements, and statements of compliance.
3. Submit subcontractor approval requests to the AO (including hauling trucks). COUNTY approval shall be required prior to payment to the contractor for the work performed by the subcontractor.
4. Fill out the DWR work items tab as a means to pay for items of work being performed.
5. Input the station numbers, supporting calculations, quantity being paid, any comments or remarks necessary, and any other information to properly distinguish the item being paid. Reference plan sheets as reference markers.
6. Maintain hard copies of measurements and attachments that support the calculations and quantities listed in the DWR's.
7. Maintain a daily diary on the project. This diary will allow the ENGINEER to recommend payment for the items listed in the DWR and to charge time on the project and maintain milestone charges if applicable.
8. Identify items that will overrun and under run during the course of the project. These should be addressed via change order per the COUNTY policy.
9. Maintain a set of project records and setup according to COUNTY procedures.
10. Coordinate with the COUNTY for the TxDOT Audits to be performed. Track resolution of audit deficiencies.

Deliverables:

Monthly Project Estimates (with hard copies of measurements and attachments that support the calculations and quantities listed in the estimate)

Monthly 3rd Party Estimates

Monthly Material on Hand forms (1914 and 1915)

HMA CX2 Forms

Paid invoices for material on hand

Documentation for extra work

SW3P Working Plan Set

Weekly SW3P inspections (2118-D Form)

One DWR per day by each person inspecting items of work on the project and supporting hard copy documentation

One Diary per day by the project ENGINEER or project manager

III. Job Control (FC 330):

The ENGINEER shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2010 Guide Schedule for Sampling and Testing for materials. The testing shall include the following materials and all the components of the materials listed: Asphalt, Concrete, Soils and Aggregates. The estimated number of samples and tests are based on quantities in the executed construction contract.

- A. The ENGINEER shall ensure the testing is completed and input into daily reports. NOTE: The contractor is responsible for testing Item 360 Concrete Paving.
- B. The ENGINEER shall provide certified personnel, outlined in their Quality Assurance and Quality Control plan, that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The COUNTY reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
- C. The ENGINEER shall provide technicians certified in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other COUNTY approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed below.
- D. The ENGINEER shall provide certified technicians to perform the following tests:
 - 1. Hot Mix Asphalt Testing
 - a. Level I-A
 - b. Level I-B
 - c. Level II
 - d. All other tests in the Manual of Testing Procedures 200-F Series and/or ASTM Procedures not covered in Level I-A, Level I-B, or Level II
 - 2. Concrete Testing
 - a. QAP Program for Concrete Testing
 - b. Other tests outlined in the Manual of Testing Procedures 400-A Series and/or ASTM Procedures that are not included in the QAP Program
- E. The ENGINEER shall perform testing on the project. These tests include all tests listed in TxDOT's Guide Schedule to Sampling and Testing dated 2010. Follow the TxDOT's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the COUNTY.
- F. The ENGINEER shall notify the COUNTY, to determine if any tests may be waived.

- G.** The ENGINEER shall attend preconstruction QA/QC testing meetings prior to beginning work.
- H.** The ENGINEER shall:
1. Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable STATE and federal regulations, standards, and contract requirements.
 2. Verify all materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
 3. Certify that all materials used during construction meet the specifications as outlined in the Site Manager Support System.
 4. Work closely with the COUNTY to resolve all material discrepancies before the next monthly estimate is processed.
 5. Enter all mix designs, concrete and asphalt into record keeping system.
- I.** The ENGINEER shall report failing tests to the COUNTY within 24 hours.

Deliverables:

Monthly Deficiency Reports to track material issues (1 per month)

Certification Verifications

Testing documentation as applicable

Letters of Certification

Test Exception Letter

IV. Final Plan Preparation (FC 352):

For Final Construction Documents the ENGINEER shall:

1. Provide a comprehensive punch list to the contractor when work nears completion.
2. Verify that all punch list work is complete before recommending acceptance to the COUNTY.
3. Provide the contractor punch list to the COUNTY.
4. Provide final complete construction records including as-built plans, final quantities, complete test reports, final SBE/DBE reports, and project documentation (including all general correspondence that occurred during the project) within 30 days of final acceptance of the project by the COUNTY. Final project documentation shall include the following: folder labeled by item number for items requiring additional back-up; copies of all of the change orders with back-up; Material Invoices back-up; Manifest tickets for all material paid by weight (Asphalt, Concrete, Lime, etc); Material on Hand forms 1914 and 1915; Texas Department of Licensing and Regulation (TDLR) Inspections; and any other applicable records necessary to complete the review. The ENGINEER shall submit the correspondence folder with the final records including the as-builts when submitting the final documents.
5. Contact TDLR for inspection of work performed.

Deliverables:

Final Records labeled by item number
Manifest Tickets (Asphalt, Concrete, Hot Mix, Lime)
Copies of all change orders created on the project
Material on Hand forms for the duration of the project
Barricade Inspection Forms
TDLR Inspection Report
Correspondence File
As-built Plans
Test Certification Report
Failing Samples Report

FUNCTION CODE 390 Construction Engineering Not Otherwise Classified

The ENGINEER shall perform:

- A. Post Letting Activities Prior to Construction to include:
 - 1. Schedule and assist in conducting a preconstruction conference for the project, document the conference in accordance with County procedures
 - a. Schedule Pre-Construction Conference.
 - b. Assist in conducting pre-construction conference.
 - c. Document the conference in accordance with STATE procedures as outline in CCAM and District procedures.
 - 2. The ENGINEER shall monitor known existing utility facilities on the project:
 - a. Coordinate any and all relocations or conflicts with the appropriate utility companies and the contractor.
 - b. Document any project delay or potential delay caused by utility conflicts.
- B. For activities during Construction to include the ENGINEER's preparation or performance of the following:
 - 1. Disputes and Claims
 - a. Upon notice from the contractor of pending claims for extra work or changes in scope of the work or delay to the work, maintain records indicating the cost of such work and delay.
 - b. Analyze the schedule and make recommendations to the COUNTY's engineer regarding such claims, time extensions, contract changes extra work or delay costs.
 - c. Assist in dispute negotiations and claim resolution through all levels of escalation including the ENGINEER's support.
 - 2. Utilities & ROW
 - a. Coordinate with the COUNTY and their representative on utility and ROW issues as needed and attend meetings as required.
 - 3. Internal and External Agency Audits
 - a. Assist the COUNTY in any internal and external agency audits that may be performed during the life of the construction project.
 - b. Provide documentation as requested.
- C. For the Quality Assurance and Quality Control Plan (QA and QC) the ENGINEER shall:
 - 1. Develop and maintain a QA and QC plan for inspections, record keeping, and testing and submit to the COUNTY for review.
 - 2. Submit documentation to the COUNTY for verification of quality control checks.
 - 3. Include steps to ensure the COUNTY is receiving trained personnel on the project.

4. Submit this plan to the COUNTY. If changes to the plan are made by the ENGINEER or as directed by the COUNTY, the updated version shall be provided to the COUNTY. Also, the ENGINEER shall address all COUNTY comments to the plan.
 5. Provide a quarterly comparison of estimated manpower versus actual manpower versus budgeted manpower.
 6. Provide monthly schedule of predicted manpower showing the estimated, actual, and budgeted manpower.
- D. For Public Information and Coordination the ENGINEER shall:
1. Assist the COUNTY in the public relations activities including the preparation of public information, attend public meetings for the purposes of providing information to the public, notification of department personnel of lane closures, including press releases. All news conferences and media interviews will be handled by the COUNTY.
 2. Initiate and conduct meetings which include, but are not limited to the following parties: contractor representatives, neighboring construction projects, public works agencies, utilities, federal officials, the COUNTY, and other interested parties. The goal of these meetings will be to maintain adequate cooperation and communication among all partners to this project.
 2. Coordinate with the COUNTY's District Public Information Office to resolve any issues from the public.

Deliverables:

Pre-Construction Conference Agenda and Roster

Partnering Pledge

QA/QC quality control plan

Quarterly QA/QC quality control checks

Monthly schedule of predicted manpower

Graph showing the estimated, actual, and budgeted manpower

EXHIBIT B

CALDWELL COUNTY VENDOR CONTRACT ADDENDUM

Caldwell County (the "County"), a political subdivision of the State of Texas, and **Jones & Carter, Inc.** ("Vendor"), collectively the "parties," hereby agree to incorporate the following addendum into the attached agreement for Engineering Consultant Services (collectively the "Contract"):

1. **Governing Law and Venue:** The Contract is subject to the laws and jurisdiction of the State of Texas. The parties agree that exclusive venue and jurisdiction for any legal action under the Contract will lie in the district courts of Caldwell County, Texas.
2. **County Obligation:** Nothing in the Contract may impose on the County any obligation which is contrary to, or exceeds the requirements of, any ordinances, statutes, rules, or regulations of any applicable local municipality, the County, the State of Texas, or the United States.
3. **Vendor Compliance:** In performing the Contract, Vendor must comply with all applicable ordinances, statutes, rules, and regulations of any applicable local municipality, the County, the State of Texas, and the United States.
4. **Insurance:** Vendor must maintain commercial general liability insurance coverage, including contractual liability insurance coverage, in the amount of five hundred thousand dollars (\$500,000) per occurrence, with a general aggregate of one million dollars (\$1,000,000), for the duration of the Contract.
 - a. Before performing under the Contract, Vendor must deliver a certificate of insurance acceptable to the County. Vendor agrees that if it performs under the Contract without providing such a certificate, the County will withhold any payments under the Contract until Vendor delivers the certificate.
 - b. Vendor must endorse the policy or policies providing commercial general liability, as required above, to name the County, its officials, department heads, employees, and assigns as additional insured with respect to operations performed by or for the Vendor in performance of the Contract. Such policy must contain an endorsement that the "other insurance" clause will not apply to the County, its officials, department heads, employees, and assigns.
 - c. Vendor must require any subcontractor performing under the Contract to carry insurance of the types and within limits of liability as the County deems appropriate and adequate. If a subcontractor is unable to furnish insurance required under the Contract, Vendor must endorse the subcontractor as an additional insured and deliver a certificate of insurance evidencing the subcontractor's insurance coverage.
5. **Workers compensation:** Vendor must provide and maintain for the duration of the Contract workers' compensation insurance in compliance with the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code, for all its employees assigned to perform under the Contract. In the event Vendor elects to subcontract any services, Vendor must require each subcontractor to provide workers' compensation insurance for all its employees unless such employees are afforded protection by Vendor.
6. **Indemnification:** Vendor must defend, indemnify, and hold harmless the County, its officers, and its employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorney fees and court costs, arising out of, connected with, or resulting from any acts or omissions of the Vendor or any official, agent, employee, subcontractor, or supplier of the Vendor in the execution or performance of the Contract.
7. **Alteration, Amendment or Modification:** The Contract may not be altered, amended, or modified except in writing signed by each party to the Contract. No official, agent, employee, or representative of either party has the authority to alter, amend, or modify the terms of the Contract, except in accordance with express written authority as may be respectively granted by the County or the Vendor.
8. **Assignment:** Vendor may not assign, in whole or in part, any interest it may have in the Contract without the prior written consent of the County.
9. **Severability:** If any provision of the Contract is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of the Contract.
10. **Breach:** The failure of either party to comply with the terms and conditions of the Contract will constitute a breach of this Contract. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of the Contract by the other party.
11. **Non-Waiver:** The waiver by either party of a breach of the Contract will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in the Contract is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
12. **Non-Defined Terms:** If not specifically defined in the Contract, words and phrases used in the Contract will have their ordinary meaning as defined by common usage.
13. **Controlling Provisions:** In the event of any conflict between provisions in the attached agreement and provisions in this addendum, provisions in this addendum will control.
14. **Third Parties:** The Contract is not intended to confer any rights on any third party, and it will not be construed as conferring any rights on any third party.
15. **Entire Contract:** The attached agreement and this addendum constitute the entire Contract between the County and Vendor. No other agreement, statement, or promise relating to the subject matter of the Contract which is not contained in the Contract or incorporated by reference in the Contract will be valid or binding.

FOR THE COUNTY: _____
County Judge Tom Bonn

DATE: _____

FOR VENDOR: _____
Authorized Agent

DATE: _____

2014.12.15.13 Discussion Action to appoint Commissioner Alfredo Muñoz as Caldwell County's representative on the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board (TPB). **Cost:** None; **Speaker:** Commissioner Muñoz; **Backup:** 1.

Date: December 10, 2014

To: Caldwell County Commissioners Court

From: Michael Aulick, Aulick and Associates, LLC

Re: Discussion/Action to appoint Commissioner Alfredo Munoz as Caldwell County's representative on the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board (TPB)."

Judge Bonn and Commissioners,

John Cyrier has been serving as Caldwell County's representative on the CAMPO Board. His term ends on December 31, 2014, as specified by the current CAMPO Joint Powers Agreement dated August 5, 2013. The next meeting of the CAMPO Board is scheduled for January 12.

CAMPO is the federally designated Metropolitan Planning Organization for the 6-county Austin-Round Rock Metropolitan Statistical Area. CAMPO coordinates regional transportation planning with counties, cities, Capital Metropolitan Transportation Authority, Capital Area Rural Transportation System, Lone Star Rail, Central Texas Regional Mobility Authority, Texas Department of Transportation and other transportation providers in the region.

CAMPO approves the use of federal and state transportation funds within the region. The two main products of CAMPO are the Long-Range Transportation Plan (20+ years) and the short-range program, the Transportation Improvement Program (TIP). CAMPO is governed by the Transportation Policy Board, which comprises regional and local officials.

MPOs are designated for all urbanized areas having a population greater than 50,000 as identified by the U.S. Bureau of the Census. MPOs currently operate under the Moving Ahead for Progress in the 21st Century Act (MAP-21) signed into law on July 6, 2012.

Please let me know if you have any questions.

2014.12.15.14 Adjournment