Commissioners Court February 1, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **1st day of February 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag
ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	5-6	Adopt a Proclamation declaring Hays County a Purple Heart County. **SMITH**
2	7-8	Adopt a Proclamation recognizing February 2022 as Dating Violence Awareness and Prevention Month. **BECERRA**
3	9-10	Adopt a Proclamation recognizing February 2022 as Spay/Neuter Awareness Month. **BECERRA**
4	11-12	Adopt a Proclamation recognizing the month of February 2022 as Black History Month in Hays County. **INGALSBE**
5	13	Presentation by Toll Brothers representatives regarding the Savannah Estates Subdivision, which is the next planned phase of the WaterRidge Development near Stagecoach Road in Kyle, Texas (Precinct 3). **SHELL**

CONSENT ITEMS

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

6	14	Approve payments of County invoices. **VILLARREAL-ALONZO**
7	15	Approve payments of Juror checks. **VILLARREAL-ALONZO**
8	16	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
9	17	Approve Commissioners Court Minutes of January 4, 2022. **BECERRA/CARDENAS**
10	18	Approve the payment of the February 15, 2022 payroll disbursements in an amount not to exceed $3,155,000.00 effective February 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
11	19-21	Authorize the County Judge to execute the Texas Historical Commission Antiquities Permit Application for Historic Buildings and Structures as part of the camera/security upgrade being performed on the Hays County Historical Courthouse. **BECERRA/T.CRUMLEY**
12	22-23	Authorize payment to Waldrip Insurance Agency for $875.00 related to Bond Renewal Fee for Elaine Cardenas, County Clerk, in which no purchase order was issued as required per County Purchasing Policy. **BECERRA/CARDENAS**
13	24-31	Authorize the acceptance of a no-cost time extension for the Department of State Health Services COVID-19 Cooperative Agreement Grant. **BECERRA/T.CRUMLEY**
14	32-33	Authorize payment to Waldrip Insurance Agency for $875.00 related to the Bond Renewal Fee for the County Judge in which no purchase order was issued as required per County Purchasing Policy. **BECERRA**
15	34-38	Authorize the County Judge to execute the annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of $3,188.24 for annual wildlife management services for the Dahlstrom Public Access Area. **JONES/T.CRUMLEY**
16	39-44	Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Mission Trail at El Camino Real Apartments, San Marcos, Hays County, Texas. **INGALSBE**

17	45-50	Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Lakeline Apartments Project, located in Leander, Williamson County, Texas. **BECERRA**
18	51	Amend various departmental operating, special revenue and capital project budgets in preparation for the County's FY 2021 year-end process. **INGALSBE/VILLARREAL-ALONZO**
19	52-57	Authorize the Extension Office to purchase one (1) replacement OptiPlex 7090 Desktop Computer valued at $1,022.00 and amend the budget accordingly. **INGALSBE/BLANKENSHIP**
20	58-60	Amend the Transportation Department's budget for road-building materials valued at $33,544.00 to receive approximately 400 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through their 2022 County Assist Surplus Program, and add to the department's inventory. **JONES/BORCHERDING**
21	61-70	Approve Utility Permits. **SMITH/JONES/BORCHERDING**
22	71	Authorize the Transportation Department to add a $45.00 monthly telephone allowance for the Road Maintenance Lead, slot number 1055-007 effective February 1, 2022 and amend the budget accordingly. **SHELL/BORCHERDING**
23	72-73	Authorize the execution of a resolution for the Office of the Governor, State Criminal Justice Planning Funds - Specialty Courts Program. **SHELL/T.CRUMLEY**
24	74-82	Authorize the submission of a grant application to the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) in the amount of $4,526.00. **BECERRA/T.CRUMLEY**
25	83	Authorize payment for professional services provided by Dr. Anthony Tzoumas, Ph. D in the amount of $545.00, where no purchase order was issued as required per the County Purchasing Policy. **INGALSBE/CUTLER**
26	84	Authorize the Sheriff's Office to use salary savings to order training ammunition and amend the budget accordingly. **SHELL/CUTLER**
27	85-95	Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, FY23 Victim Assistance, First Responder Mental Health Program in the amount of $10,650.00. **INGALSBE/T.CRUMLEY**
28	96-97	Authorize payment to Tuff Mate Gloves in the amount of $503.40 for the Transportation Department related to the purchase of work gloves where no purchase order was issued as required per the Hays County Purchasing Policy. **SHELL/BORCHERDING**
29	98-140	Approve specifications for IFB 2022-B04 Cemetery Maintenance and authorize Purchasing to solicit for bids and advertise. **BECERRA/BORCHERDING**
30	141-437	Authorize the County Judge to execute First Amendment to a Contract between Hays County and Lone Star Sitework, LLC. pursuant to IFB 2021-B09 US 290 W - Henly Loop. **SHELL/BORCHERDING**
31	438-470	Authorize the submission of a Renewal Interlocal Application to the Department of State Health Services (DSHS) for the Immunization/Locals Program for FY2023, in the amount of $192,341.00. **INGALSBE/T.CRUMLEY**
32	471-472	Authorize payment to Water & Earth Technologies, Inc for $1,610.00 for repairs made to the low water crossing at 50040 Creek Road at Onion Creek where no purchase order was issued as required per County Purchasing Policy, and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). **BECERRA/MIKE JONES**
33	473	Authorize the Human Resources Office to re-grade all Associate Judge positions within the District Courts from grade 119 to 120 effective February 1, 2022. **SHELL/STEEL/MILLER**
34	474-475	Authorize the County Judge to execute the Second Amendment to the Development Agreement between Hays County and Gateway TX DS, LLC for subdivision and development of a parcel located off Hays Country Acres Road in Precinct 4, originally executed on or about November 22, 2016 and 1st amended on or about July 12, 2021. **SMITH**

ACTION ITEMS

ROADS

35	476-485	Discussion and possible action to authorize the county judge to execute two TIA Contribution Agreements with Lennar Homes Land & Construction for off-site road improvements related to Sunset Oaks Phase 1A (144 residential lots), and Sunset Oaks Phase 1B (123 residential lots) in Precinct 1. **INGALSBE/BORCHERDING**
36	486-491	Discussion and possible action to authorize the county judge to execute a TIA Contribution Agreement with Arroyo Cap11-1, LLC for off-site road improvements related to Hymeadow Section 2 Phase 1 (81 residential lots), and Hymeadow Section 2 Phase 2 (87 residential lots) in Precinct 1. **INGALSBE/BORCHERDING**

37	492-507	Discussion and possible action to authorize the County Judge to sign a Professional Services Agreement between Hays County and WSB and Associates for engineering services related to the Highway Safety Improvement (HSIP) Grant for Winters Mill Parkway (illumination and pavement markings) in Precinct 3. **SHELL/BORCHERDING**
38	508	Discussion and possible action to consider the release of the maintenance bond #050104Y in the amount of $28,303.26, release of the revegetation bond #064816P in the amount of $14,571.85, and the acceptance of roads into the county road maintenance system for Reunion Ranch subdivision, Phase 3, Section 3. **SMITH/BORCHERDING**
39	509-510	Discussion and possible action to call for a public hearing on February 15, 2022 to establish a 3-way stop location on Purgatory Road at the intersection with Hugo Road. **SHELL/BORCHERDING**
40	511-520	Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of $1,973,434.14 for Sunset Oaks, Section 4, Phase 2B Subdivision (Bond No. 30142525). **INGALSBE/BORCHERDING**

SUBDIVISIONS

41	521-522	PLN-1658-PC; Call for a Public Hearing on February 15, 2022 to discuss final action regarding the Booky T Subdivision, Lot 1, Replat. **SHELL/MACHACEK**
42	523-532	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of $3,506,205.95 for Crosswinds, Phase 3-A Subdivision (Bond # 800132235). **INGALSBE/BORCHERDING**
43	533-534	PLN-1787-PC; Call for a Public Hearing on February 15, 2022 to discuss approval of the final plat of the Rolling Oaks, Section 4, Lot 55, Replat. **SHELL/MACHACEK**

MISCELLANEOUS

44	535	Discussion and possible action to execute a Master Service Agreement and Lease Product Schedule with Ricoh USA, Inc. for County Wide Copiers. **BECERRA**
45	536-541	Discussion and possible action to approve the Collection Agreement with the City of San Marcos, acting as Board of Directors for the Whisper South Public Improvement District. **INGALSBE/O'KANE**
46	542-545	Discussion and possible action to authorize the County Judge to execute a Funding Agreement Between Hays County and the City of Kyle for the purposes of a Hays County Citizen Reporting System and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**
47	546-553	Discussion and possible action to authorize the County Judge to execute a Traffic Signal Funding Agreement between Hays County and HEB, LP regarding the installation of a traffic control device to enhance safety and mobility where the northernmost HEB driveway intersects Nutty Brown Road (near US 290 and Nutty Brown Road). **SMITH**
48	554-556	Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County and Caldwell County for the 2022-2023 Solid Waste Program Grant application through the Capital Area Council of Governments (CAPCOG). **INGALSBE/T.CRUMLEY/PACHECO**
49	557-558	Discussion and possible action to adopt a Resolution related to Hays County's use of American Rescue Plan Act (ARPA) funding. **SMITH**
50	559-573	Discussion and possible action to authorize the County Judge to execute an Interlocal Funding Agreement for Testing of Seized Drug Evidence between Hays County, the City of San Marcos, the City of Kyle, and the City of Buda regarding a reimbursement of funds paid to the Department of Public Safety for testing of seized drug evidence. **SHELL/MAU**

EXECUTIVE SESSIONS

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

51	574	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court. **BECERRA**
52	575	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program and the employment and individual duties of all positions created in relation to the Program. Possible discussion and/or action may follow in open court. **INGALSBE**

STANDING AGENDA ITEMS

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

53	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA**
54	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
55	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
56	Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 28th day of January, 2022

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring Hays County a Purple Heart County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

See attached Proclamation.

Proclamation declaring Hays County Texas

a Purple Heart County

WHEREAS, the people of the Hays County, Texas have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the contributions and sacrifices of the men and women from Hays County, Texas who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, November 11th has officially been designated as the day in Hays County, Texas to remember and recognize veterans who are recipients of the Purple Heart Medal.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court, does hereby proclaim Hays County, Texas a

Purple Heart County

ADOPTED THIS THE 1ST DAY OF FEBRUARY 2022

_____

Ruben Becerra
Hays County Judge

_____

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____

Mark Jones
Commissioner, Pct. 2

_____

Lon A. Shell
Commissioner, Pct. 3

_____

Walt Smith
Commissioner, Pct. 4

ATTEST:

_____

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing February 2022 as Dating Violence Awareness and Prevention Month.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Requested by the Hays Caldwell Women's Center.

PROCLAMATION RECOGNIZING FEBRUARY 2022 AS
DATING VIOLENCE AWARENESS & PREVENTION MONTH

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, one in three adolescents is a victim of physical, sexual, emotional, or verbal abuse from a dating partner; and

WHEREAS, the effects of dating violence impact youth in all communities and cuts across economic, racial, gender, and societal barriers; and

WHEREAS, respectful, supportive, and non-violent relationships are key to safety, health, and academic success; and

WHEREAS, by providing teens and young adults with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

WHEREAS, family, friends, teachers, coaches, faith leaders, community members, and other important people in young peoples' lives have the power to influence youth in positive ways; and

WHEREAS, last year HCWC provided 157 dating violence prevention and healthy relationships presentations to 3,141 teens and young adults; and

WHEREAS, we must work together to raise awareness and promote healthy dating relationships with activities and conversations about mutually respectful and non-violent relationships in our homes, schools, and communities.

NOW, THEREFORE, BE IT RESOLVED that the Hay County Commissioners Court does hereby proclaim the month of February 2022 as

DATING VIOLENCE AWARENESS & PREVENTION MONTH

for teens and young adults and do hereby call upon the citizens of Hays County to work together to raise awareness and prevent dating violence in our community and beyond.

ADOPTED THIS THE 1st DAY OF FEBRUARY 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing February 2022 as Spay/Neuter Awareness Month.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

See attached Proclamation.

Proclamation recognizing February 2022 as Spay/Neuter Awareness month

WHEREAS, 70 percent of U.S. households own pets, millions of animals are left homeless, living on the streets, or housed in shelters; and

WHEREAS, approximately 6.3 million companion animals enter U.S. animal shelters nationwide every year. Of those, approximately 3.1 million are dogs and 3.2 million are cats; and

WHEREAS, about 3 million shelter animals are euthanized in the U.S. every year because of lack of resources; and

WHEREAS, it is estimated that 88 percent of pets living in underserved communities are not spayed or neutered, leaving them open to reproducing and adding to the overpopulation problem; and

WHEREAS, spay and neuter initiatives reduce incidents of homeless animals, certain life-threatening diseases and even curb negative behavior; and

WHEREAS, the regional animal shelter reported that there were 4,059 animals impounded in FY 2021, of which 31%, 1524 animals, were from Hays County; and

WHEREAS, the Hays County Commissioners court, in support of the No-Kill initiative, endorses responsible pet ownership and encourages the community to "fix" their pets to curb the number of pets which may become homeless, stray, or enter the regional animal shelter; and

WHEREAS, Spay & Neuter of pets and Trap-Neuter-Return of unowned cats are integral components of the No-Kill Equation.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of February 2022 as

SPAY/NEUTER AWARENESS MONTH

AND DOES HEREBY CALL upon the people of Hays County to help control pet overpopulation in our community and minimize the number of homeless cats and dogs impounded to the regional animal shelter by spaying and neutering animals in their care, to donate to a local animal welfare organization, or sponsor the spay/neuter of a pet to make a big difference in an animal's life and to make resources go further at the local animal shelter.

ADOPTED THIS THE 1ST DAY OF FEBRUARY 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing the month of February 2022 as Black History Month in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Please refer to attached proclamation.

PROCLAMATION RECOGNIZING THE MONTH OF FEBRUARY 2022
AS BLACK HISTORY MONTH IN HAYS COUNTY

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, In 1915, it started as an idea for ways to celebrate African American achievements. In 1924, a celebration that eventually got renamed to "Negro Achievement Week" began and the outreach was significant, but the desire for a greater impact also persisted. "We are going back to that beautiful history and it is going to inspire us to greater achievements." By February 1926, this statement of Harvard-trained historian Dr. Carter G. Woodson along with that idea he and other prominent African American figures had would then become "Negro History Week." Dr. Woodson chose February for reasons of continuing what was already familiar to many. Since 1865, Black communities had celebrated fallen President Abraham Lincoln's birthday and then by the late 1890s former slave and prominent abolitionist activist, Frederick Douglass' birthday, both occurring in February. This showed his true effort to extend the study of black history, not create a new tradition. Finally, in 1976, this celebration was expanded to include the entire month of February, and today Black History Month garners support throughout the country as people of all ethnic and social backgrounds discuss the African American experience; and

WHEREAS, Black History Month commemorates the successes and achievements by African Americans, both in overcoming many obstacles and in making significant contributions to our community, our state, our nation, and the world; and

WHEREAS, The Dunbar Heritage Association (DHA) recognizes the significance of the contributions of local San Marcos historians such as the late Ollie Giles, Harvey Miller, Johnnie Armstead and organizations such as The Calaboose African American History Museum that serves as a home for African American history and culture in San Marcos and Hays County through preservation, events, and education, and The P2P Movement that work tirelessly to educate, preserve, and honor the rich cultural history of African Americans; and

WHEREAS, African Americans have worked to promote cultural awareness and respect for all people, and DHA celebrates this fact during the month of February, including various programs that centers counter-narratives of African Americans; an art exhibition at the Calaboose entitled, The Art of Bill Huston: The Opening, DHA presents "Soul Praise" a historical exploration of African American hymns and spirituals, poetry readings, Texas State Gospel Music Fest, Black History Month Festival in Buda, and the Kyle Dialogue for Peace and Progress; and

WHEREAS, Hays County joins in the unified endeavor of its community to celebrate Black History Month in San Marcos, Kyle, Wimberly, Buda, Dripping Springs and throughout Hays County in paying homage to those that have helped carry on the resolute efforts in a continual reminder of the achievements and sacrifices by African American men and women who had contributed to the advancements of human civilization.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby proclaim that the month of February, 2022 be celebrated as

"Black History Month"

And call upon the citizens of Hays County to express our appreciation and to participate in the important activities commemorating the outstanding achievements of African American citizens of our County.

ADOPTED THIS THE 1st DAY OF FEBRUARY, 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation by Toll Brothers representatives regarding the Savannah Estates Subdivision, which is the next planned phase of the WaterRidge Development near Stagecoach Road in Kyle, Texas (Precinct 3).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Mike Boswell and others wish to provide a report of Toll Brothers' plans to the Commissioners Court, including proposed use of a Tax Increment Reinvestment Zone overlaying the Savannah Estates Subdivision. Toll Brothers and the City of Kyle have had conversations with County staff regarding the overall project. Toll Brothers requested an opportunity to present to the Commissioners Court in order to keep the Court better informed.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of January 4, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

Sent under separate cover to the Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the February 15, 2022 payroll disbursements in an amount not to exceed $3,155,000.00 effective February 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the January mid month payroll disbursements not to exceed $3,155,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute the Texas Historical Commission Antiquities Permit Application for Historic Buildings and Structures as part of the camera/security upgrade being performed on the Hays County Historical Courthouse.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

As part of the camera/security upgrade that is being performed on the Courthouse, HDR has contacted the Texas Historical Commission to request approval to do the work needed. We have been asked by the Historical Commission to fill out the Antiquities Permit Application in order to move forward with the work.

Attachment: Antiquities Permit Application

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION

Historic Buildings and Structures

GENERAL PROJECT INFORMATION

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

1. Property Name and Location

NAME OF STATE ANTIQUITIES LANDMARK			
Hays County Historic Courthouse			
ADDRESS	CITY	COUNTY	ZIP CODE
111 E San Antonio St.	San Marcos	Hays	78666

2. Project Name

NAME OR BRIEF DESCRIPTION OF PROJECT WORK
Security Camera System Upgrade/Install

3. Applicant (Owner or Controlling Agency)

OWNER/AGENCY	REPRESENTATIVE	TITLE	
Hays County	Ruben Becerra	County Judge	
ADDRESS	CITY	STATE	ZIP CODE
111 E San Antonio St., Ste. 300	San Marcos	TX	78666
PHONE	EMAIL		
512-393-2205	judge.becerra@co.hays.tx.us		

4. Architect or Other Project Professional

NAME/FIRM	REPRESENTATIVE	TITLE	
HDR Architecture, Inc.	John Niesen	Project Manager	
ADDRESS	CITY	STATE	ZIP CODE
8750 N Central Expressway, Suite 100	Dallas	TX	75231
PHONE	EMAIL		
972-960-4000	john.niesen@hdrinc.com		

5. Construction Period

PROJECT START DATE	PROJECT END DATE
May 15, 2022	September 15, 2022

PERMIT CATEGORY

Please select the category that best describes the proposed work. (Pick one.)

- ☐ Preservation
- ☐ Reconstruction
- ☐ Relocation
- ☐ Rehabilitation
- ☐ Architectural Investigation
- ☐ Demolition
- ☐ Restoration
- ☐ Hazard Abatement
- ☒ New Construction

ATTACHMENTS

For all projects, please attach the following:

- ☒ Written description of the proposed project;
- ☒ Project documents (plans, specifications, etc.); and
- ☒ Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- ☐ Historic Structure Report
- ☐ Architectural Documentation
- ☐ Historical Documentation
- ☐ Archeological Documentation

PROPERTY NAME: Hays County Historic Courthouse	COUNTY: Hays

CERTIFICATIONS

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits. Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

Applicant's Certification

I, Judge Ruben Becerra, as legal representative of the Applicant,
Hays County, do certify that I have reviewed and approved the plans and specifications for this project. Furthermore, I understand that failure to conduct the project according to the approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature_____ Date_____

Project Professional's Certification

I, Chad Anderson, as legal representative of the Firm,
HDR Architecture, Inc., do certify that I am familiar with the Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the permit.

Signature_____ Date 01/14/2022

SUBMISSION

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to hspermit@thc.texas.gov. Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512.463.6094
fax 512.463.6095
architecture@thc.texas.gov

TEXAS HISTORICAL COMMISSION
real places telling real stories
www.thc.texas.gov

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Waldrip Insurance Agency for $875.00 related to Bond Renewal Fee for Elaine Cardenas, County Clerk, in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$875.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: No **AUDITOR REVIEW:** Marisol Villarreal-Alonzo

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

Funds were approved by Commissioners Court in FY22 Budget.

WALDRIP INSURANCE AGENCY, INVOICE

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 12/13/2021
Producer: 100

ELAINE HANSON CARDENAS
712 S. STAGECOACH TRAIL
San Marcos, TX 78666-

Customer	Date	Invoice#
103173	01/01/2022	049530
Policy Number	**Policy Effective**	**Policy Expiration**
601143783	01/01/2022	01/01/2023

Please detach and return with remittance

Amount Remitted $_____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	FIDELITY BOND	RENEWAL		875.00	
PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY			Please Pay This Amount	**875.00**	

Printed Monday December 13, 2021 at 3:49PM

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the acceptance of a no-cost time extension for the Department of State Health Services COVID-19 Cooperative Agreement Grant.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	BECERRA	N/A

SUMMARY

This no-cost extension allows the county an additional 12 months to expend any remaining funds and complete programmatic reporting for the DSHS COVID-19 Cooperative Agreement Grant. The grant period would be changed from March 16, 2022 to March 15, 2023. Remaining funds must be spent in the way they have been budgeted.

Contract Number
HHS000771500001

Attachments:
Amending_HHS000771500001_Hays_County_Extension_C

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000771500001
AMENDMENT NO. 4

The Department of State Health Services (System Agency) and Hays County Local Health District (Grantee), collectively the Parties to that certain contract for activities in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response effective April 15, 2020 and denominated DSHS Contract No. HHS000771500001 (the Contract), now elect to amend the Contract.

Whereas, the Parties have elected to extend the term of the Contract in accordance with Contract Section III, Contract Period and Renewal, to allow for continued support of COVID-19 response activities.

The Parties agree as follows:

1. Section III of the Contract, Contract Period and Renewal, is hereby amended to reflect a revised termination date of March 15, 2023.

2. This Amendment shall be effective on March 16, 2022.

3. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.

4. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page follows

SIGNATURE PAGE FOR AMENDMENT NO. 4
SYSTEM AGENCY CONTRACT NO. HHS000771500001

DEPARTMENT OF STATE HEALTH SERVICES	**HAYS COUNTY LOCAL HEALTH DISTRICT**
By: _____	By: _____
Name:_____	Name:_____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature: _____

DocuSign

Certificate Of Completion

Envelope Id: 72065199BDF54E30815194290661B23A
Subject: HHS000771500001, Hays County, Amendment #4, CPS_COVID 13
Source Envelope:
Document Pages: 2
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 0
Initials: 0

Status: Sent

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 160.42.85.9

Record Tracking

Status: Original
1/18/2022 3:57:42 PM

Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Ruben Becerra judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 1/18/2022 4:10:14 PM
Jonah Wilczynski jonah.wilczynski@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/18/2022 2:41:59 PM ID: 540735f8-ba7b-4d87-b9de-130ac1aa6d1d		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/18/2022 3:51:43 PM ID: fe5f6cc2-8deb-408d-8939-a0fe76ecb100		
Dave Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/3/2021 4:48:45 PM ID: bd2f4497-b4dc-4c51-9974-71b86780cff4		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Simone Corprew simone.corprew@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/18/2022 4:10:13 PM Viewed: 1/18/2022 4:10:41 PM
Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
CMS Internal Routing cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jennifer Boggs jennifer.boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/18/2022 4:10:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Waldrip Insurance Agency for $875.00 related to the Bond Renewal Fee for the County Judge in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$875

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The renewal invoice was originally submitted to the County Auditor on December 22, 2021.

WALDRIP INSURANCE AGENCY, INVOICE

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 12/13/2021
Producer: 100

RUBEN BECERRA
111 E. SAN ANTONIO STREET
San Marcos, TX 78666-

Customer	Date	Invoice#
102252	01/01/2022	049532
Policy Number	**Policy Effective**	**Policy Expiration**
601144058	01/01/2022	01/01/2023

Please detach and return with remittance

Amount Remitted $_____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	FIDELITY BOND	RENEWAL		875.00	

RECEIVED IN THE OFFICE OF
HAYS COUNTY AUDITOR
DEC 22 2021

PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

Please Pay This Amount **875.00**

JAN 04 2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute the annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of $3,188.24 for annual wildlife management services for the Dahlstrom Public Access Area.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$3,188.24

LINE ITEM NUMBER

150-812-97-413.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Authorize the renewal of the 2022 annual agreement between Plateau Land & Wildlife and Hays County. The annual wildlife management plan includes site monitoring visits, inspection and maintenance of nest boxes and wildlife stations, a spring bird survey, and an annual report to CAD.

Renewal contract attached.

Plateau
Land & Wildlife
Management
P.O. Box 1251, Dripping Springs, TX 78620
t. 512-894-3479 f. 512-858-2652

Quotation for Services
2022 Service Agreement

Quote # 910
Date Jan 24, 2022
Account # 0014x00000ZMiuUAAT

Sold to
Invoice Hays County **Judge Ruben Becerra, Hays County** **111 E. San Antonio St, Suite 300** **San Marcos, TX 78666**

Plateau Representative
Kameron Bain

Dahlstrom Family LP

QTY	Code	Descriptions	Unit Price	Extended Price
1	ANRPR	Annual Report(2022) Plateau prepares, submits, and confirms delivery of your annual report to your Central Appraisal District(s). The report details all of the qualifying wildlife management activities performed on your property during the calendar year. Any supporting documentation including photos, receipts, reports, and/or maps will be included with the annual report to completely document all activities	$495.00	$495.00

2	SMV	Site Monitoring Visit Ecological Services Technicians will inspect, monitor, test functionality and make minor repairs of all Wildlife Management Products originally installed by Plateau. Technicians will thoroughly document findings while on-site. Notes and observations are recorded on filed log sheets. GIS data is confirmed or created as needed for map creation. Digital photographs are taken and stored for each activity monitored for use in Annual Reports. Base price starting at $175 plus $10 for each nest box.	$365.00	$730.00
2	ORFA	Imported Red Fire Ant Treatment(IRFA) Plateau Wildlife Services Technicians will treat areas of your property with a known Imported Red Fire Ant infestation or survey habitat where infestation is likely to occur. Once identified, an organic granule bait is used for each ant mound targeting only the invasive ant species. Plateau utilizes a naturally derived insecticide (spinosad) that disrupts the ants nervous system causing paralysis and rendering the mound unsubstantial.	$300.00	$600.00
2	QR100	Quail System Re-Fill and Re-Charge (QS Equipped with 100 Gallon Tank) A Plateau Wildlife Services Technician will attend to the two critical components of your Quail and Small Wildlife Station by filling the feed barrel with up to 100 lbs. of scratch and re-charging the 100 gallon tank of the rainwater collection system.	$325.00	$650.00
1	SBBSR	Spring Breeding Bird Survey(2022) A Spring Breeding Census will be performed during March 15 - June 30 to identify migratory and breeding birds on your property. This is a great opportunity to learn which birds are utilizing your property during the spring months. The information can be used to identify important breeding and nesting habitats, track population trends, and create management plans for year-round use.	$550.00	$550.00
88	MILT	Technician Mileage	$1.48	$130.24
44	MILS	Survey Mileage	$0.75	$33.00

Subtotal	**$3,188.24**
Total	**$3,188.24**

Bill To: Hays County, 712 S. Stagecoach Trail, Suite 1204, San Marcos, TX 78666
Phone: 512-749-1155
Email: lisa.grifin@co.hays.tx.us

Please select a Payment Option: 1. Single Payment option will be billed on January 1st of the service year or the date the agreement is received. 2. Installment Payment option will be billed on the 1st day of each quarter. Agreements received after January 1st will be billed for the first installment on the date the agreement is received. Installments for agreements received after the 1st quarter of the service year will be calculated based on the number of remaining quarters in the year.

Signature Page

PLEASE NOTE: All prices in this bid are subject to change after 30 days from the date of this offer unless accepted. In the event of termination of the agreement or sale of the property, the landowner agrees to pay for all work performed up to termination date. If an outstanding balance or refund is due, final payment will be invoiced in full or a refund issued at the termination of the agreement or sale of the property.

Service agreements are non-transferable. In the event of the sale of the property on which these services are being performed, it is the landowner's or buyer's responsibility to contact Plateau Land & Wildlife Management, Inc. and provide the buyer's contact information within 30 days of the sale of the property if the buyer intends to continue services. Plateau Land & Wildlife Management, Inc. is under no obligation to continue the wildlife management practices on the property without the buyer's contact information and their consent to enter the property.

Note: All fees are subject to annual re-negotiation. Plateau Land & Wildlife Management, Inc. offers no guarantee, expressed or implied, that County Appraisal Districts will continue to approve Wildlife Management Valuation.

Signatures:

_____ _____

Plateau Land & Wildlife Management, Inc. Date Judge Ruben Becerra Date

To save time and paper and to provide the fastest service possible, we will deliver all invoices via email. If the email address listed below is not correct for billing or if you prefer to receive invoices by regular mail please let us know.

Landowner Email: _lisa.grifin@co.hays.tx.us and tammy.crumley@co.hays.tx.us

For Plateau Land & Wildlife Management, Inc. Internal Use			
Legal Ownership Name:	Dahlstrom Family LP		
Property:	Howe Pasture - Public Access Project		
Number of Acres:	380	**County:**	Hays
Phone		**Region:**	Dripping Springs
Subdivision:		**Lot:**	
Email:	lisa.griffin@co.hays.tx.us		

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Mission Trail at El Camino Real Apartments, San Marcos, Hays County, Texas.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

January 19, 2022

Mark Kennedy
Hays County General Counsel
Hays County Courthouse
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Multifamily Housing Governmental Note
(Mission Trail at El Camino Real Apartments), Series 2022

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Governmental Note in an aggregate principal amount not to exceed $43,000,000 in order to provide funds to refund the Governmental Note entitled "Capital Area Housing Finance Corporation Multifamily Housing Governmental Note (Mission Trail at El Camino Real Apartments), Series 2019", the proceeds of which were used to finance the development located in the City of San Marcos, Hays County. The Governmental Note will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Governmental Note. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Governmental Note.

In connection with the issuance by the Corporation of the above-referenced Governmental Note, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Governmental Note prior to the issuance of the Governmental Note. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate**.

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. **Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Wednesday, February 23, 2022.**

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing governmental note entitled "Capital Area Housing Finance Corporation Multifamily Housing Governmental Note (Mission Trail at El Camino Real Apartments), Series 2022" issued in one or more series in an aggregate principal amount not to exceed $43,000,000 (the *"Governmental Note"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Governmental Note or in any way affecting the proceedings relating to the issuance of the Governmental Note.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Governmental Note, or in any way contesting or affecting the validity or enforceability of the Governmental Note or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Governmental Note, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Governmental Note and this

Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Governmental Note to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Governmental Note. The Governmental Note is not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By_____
General Counsel, Hays County

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Lakeline Apartments Project, located in Leander, Williamson County, Texas.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

January 19, 2022

Mark Kennedy
Hays County General Counsel
Hays County Courthouse
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Refunding Bonds
(Lakeline Apartments Project) Series 2022

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $35,000,000 in order to provide funds to refund the Bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Lakeline Apartments Project), Series 2001A", the proceeds of which were used to finance the development located in the City of Leander, Williamson County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate**.

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. **Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Wednesday, February 23, 2022.**

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Refunding Bonds (Lakeline Apartments Project) Series 2022" issued in one or more series in an aggregate principal amount not to exceed $35,000,000 (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By_____
General Counsel, Hays County

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend various departmental operating, special revenue and capital project budgets in preparation for the County's FY 2021 year-end process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Extension Office to purchase one (1) replacement OptiPlex 7090 Desktop Computer valued at $1,022.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$1,022

LINE ITEM NUMBER

001-660-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kate Blankenship	INGALSBE	N/A

SUMMARY

The Extension Office is requesting one replacement desktop computer for the new Extension agent. The existing computer is no longer functional and is out of warranty. Funds are available within the Extension Office operating budget to fund this request.

Attachment: Dell Quote #3000109830302.1
DIR Contract #DIR-TSO-3763

Budget Amendment:
Increase Computer Equipment_Ops: .5712_400
Decrease DH Salaries: .5011

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000109830302.1**	Sales Rep	Chris Minchew
Total	**$1,022.00**	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Jan. 18, 2022	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Feb. 17, 2022		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23048855		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To

Information Technology
Hays County
712 South Stagecoach Trail,
Ste. 1206
SAN MARCOS, TX 78666
(512) 393-2845

Shipping Method

Standard Ground

Product	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro	**$1,022.00**	**1**	**$1,022.00**

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

Subtotal:	**$1,022.00**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$1,022.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,022.00**

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

Shipping Group Details

Shipping To

Information Technology
Hays County
712 South Stagecoach Trail,
Ste. 1206
SAN MARCOS, TX 78666
(512) 393-2845

Shipping Method

Standard Ground

		Quantity	Subtotal
OptiPlex 7090 Micro Estimated delivery if purchased today: Feb. 18, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	$1,022.00	1	$1,022.00

Description	SKU	Unit Price	Quantity	Subtotal
NO RAID	817-BBBN	-	1	-
OptiPlex 7090 Micro XCTO	210-AYVH	-	1	-
10th Generation Intel Core i7-10700T (8-Core, 16MB Cache, 2.0GHz to 4.5GHz, 35W)	338-BVDG	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB (1x16GB) DDR4 non ECC memory	370-AFWB	-	1	-
M.2 1TB PCIe NVMe Class 40 Solid State Drive	400-BLOU	-	1	-
Thermal Pad	412-AALV	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
OptiPlex 7090 Micro 35W, Supports up to 10 Core Processors	329-BFOC	-	1	-
130 Watt AC Adapter	450-AHYZ	-	1	-
US Power Cord	450-AAZN	-	1	-
Internal Wireless Antennas	555-BFPV	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	1	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2	555-BGPR	-	1	-
No Stand Option	575-BBBI	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cable Cover	325-BCZQ	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-

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

Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Dell Watchdog Timer	379-BEKK	-	1	-
Quick Setup Guide 7090 MFF	340-CVQR	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Ship Material for OptiPlex Micro Form Factor	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex 7090 MFF 130W	389-DZEW	-	1	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
No Option Included	340-ACQQ	-	1	-
No AutoPilot	340-CKSZ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Speaker for OptiPlex MFF	520-AARC	-	1	-
Intel vPro Technology Enabled	631-ACXI	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-

Subtotal:	**$1,022.00**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,022.00**

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

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

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

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

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

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

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

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the Transportation Department's budget for road-building materials valued at $33,544.00 to receive approximately 400 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through their 2022 County Assist Surplus Program, and add to the department's inventory.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$33,544.00

LINE ITEM NUMBER

020-710-00.5351

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	

SUMMARY

The Transportation Department will receive road-building materials offered to Hays County by the State through the 2022 TxDOT County Assist Surplus Program. This material will be available for use on any county-maintained roadway.

Attachment: TxDOT Surplus Program Work Order

Budget Amendment:
020-710-00.4610 Contributions (Increase $33,544)
020-710-00.5351 Road Materials (Increase $33,544)

TEXAS DEPARTMENT OF TRANSPORTATION WORK ORDER

Austin District

W.O. # : **1406-011322**

Location: 2171 Yarrington Rd., Kyle, TX 78640

W.O. Date : 1/13/2022

Requesting Office: San Marcos

Contact Information: Edward Till (512) 317-9516

Days to Complete Work Order	21 days from contractor confirmation
Conversion Rate (Provided by Vendor)	1.45 ton/CY

MMC	MATERIAL	CONTRACTOR
6383-62-001	**LRA East**	**Vulcan**

ITEM CODE	DESCRIPTION	UOM	QTY	UNIT PRICE	LINE TOTAL
8040-6109	**LRA (TY II GR DS)(DEL)(ST3)**	TON	400.000	$ 83.86	$ 33,544.00
	Delivered to:			$ -	$ -
	2171 Yarrington Rd, Kyle, TX 78640			$ -	$ -
	(IH 35 exit 210)			$ -	$ -
	1st gate from IH-35 (double gate)			$ -	$ -
	County assistance material order			$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				TOTAL	**$ 33,544.00**

For any Questions or Issues regarding work order, please contact :

Edward Till

Additonal Information:

This order is for county assistance material

End Dumps - Only

APPLICATION FOR TxDOT MATERIALS
AUSTIN DISTRICT
(Per Transportation Code §201.706)

Hays County Date of Program Call: **January 2022**

(Clearly print or type)

Use one application form for each material requested.

If the requested material is from the Austin District's surplus list then the county will be responsible for hauling and it will not be necessary to specify a delivery location.

If the requested material is not found on the Austin District's surplus list, then TxDOT may requisition it from a supplier. In that case, it will be necessary to specify the delivery site for the material. Directions to the delivery site should be from the closest State roadway. The directions should also be specific regarding distance, direction traveled, landmarks, etc. Please limit the FOB sites to as few locations as possible.

IF THE COUNTY REQUESTS MATERIALS NOT FOUND ON THE SURPLUS LIST, TxDOT RESERVES THE RIGHT TO SUBSTITUTE COMPARABLE SURPLUS MATERIALS FOR THOSE REQUESTED BY THE COUNTY.

County Priority:

Material Needed:	Quantity (with units)
Limestone Rock Asphalt, Type II, Grade DS	**500 tons**

If requesting new materials, specify delivery location in detail:

Please deliver to 2171 Yarrington Road, Kyle, TX 78640 (IH-35 Exit 210)

1st gate from IH-35 (double gate)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SMITH	JONES

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2021-4467-UTL	Nutty Brown Rd (Bore & Trench)	Texas Gas Service (Gas)
TRN-2021-4438-UTL	Turnersville Rd (Bore)	Goforth SUD (Water)
TRN-2021-4468-UTL	Mariah Dr (Bore)	Goforth SUD (Water)

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 2/1/2022 .

Utility Company Information:

Name: TEXAS GAS SERVICE
Address: 9228 TUSCANY WAY AUSTIN TX
Phone: 5122213510
Contact Name: MARIA DE LA OSSA

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

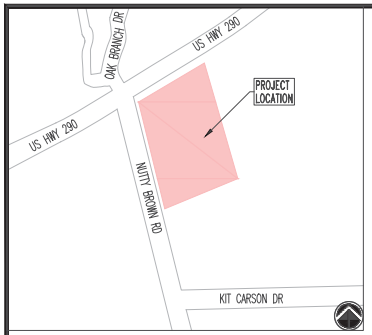
Utility Permit Number: TRN-2022-4467-UTL
Type of Utility Service: New gas service
Project Description:
Road Name(s): 11600 BLK NUTTY BROWN RD, , , , , , ,
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Engineering Technician 01/26/2022

Signature Title Date



LOCATION MAP

NOT TO SCALE

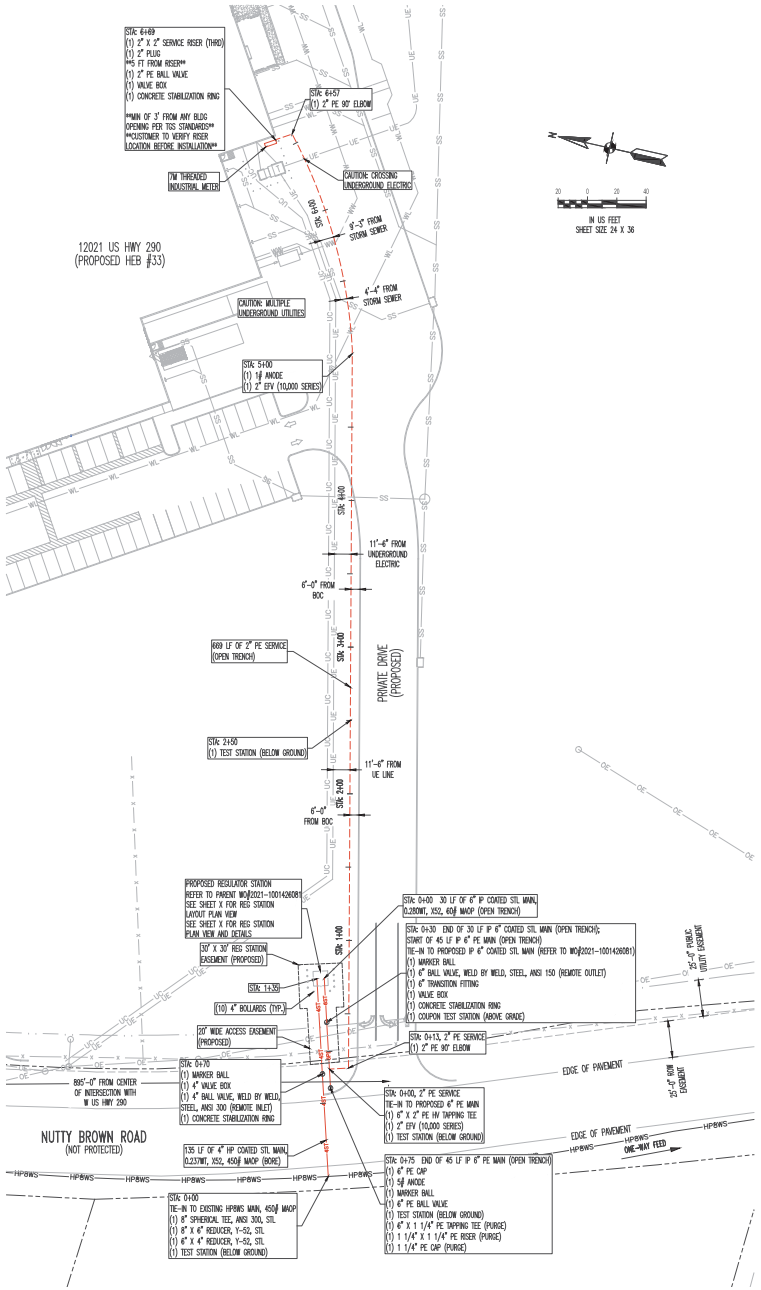
MATERIALS			
ITEM NO.	QTY.	SIZE	TYPE
240000616	1	---	TEST STATION, 30 FT OF 6 LB & 10 LB THHN STRANDED WIRE, TRITON COUPON TEST, WIRE, MEAS AC/DC CURRENT DENSITY, NATIVE & INSTANT OFF POTENTIAL, METAL SAMPLES MODEL 303222-725 (MAIN)
342000075	45 LF	14 GA	TRACER WIRE (MAIN)
300000156	45 LF	---	CAUTION TAPE (MAIN)
240000020	1	5#	ANODE (MAIN)
240000607	1	---	TEST STATION (BELOW GROUND) (MAIN)
3000000001	2	---	MARKER BALL (MAIN)
340000090	1	6"	PE CAP (MAIN)
99-123000400	1	6" X 4"	REDUCER, CONCENTRIC, STEEL, WE, STD, Y-52, SEAMLESS (MAIN)
99-123000410	1	8" X 6"	REDUCER, CONCENTRIC, STEEL, WE, STD, Y-52, SEAMLESS (MAIN)
99-134000124	1	8"	SPHERICAL TEE, ANSI 300 STL (MAIN)
070000092	10	4"	METER GUARDS (MAIN)
99-164000170	1	4"	VALVE, BALL, 4 IN, ST, WE X WE, ANSI 300, 740 PSIG, FULL PORT (MAIN)
070000029	1	---	CONCRETE STABILIZATION RING (MAIN)
070000028	2	1"	VALVE BOX EXTENSION RING (2 PER VALVE BOX) (MAIN)
110000275	1	6" X 6"	FITTING, TRANSITION, 6 IN X 6 IN IPS, ST X PE, WE X FUS, 0.576 IN WT, DR 11.5, MD, 125 PSIG, FBE1 (MAIN)
340000920	1	6"	VALVE, BALL, 6 IN IPS, MDPE, BUTT FUSION, 100 PSIG, DR 11, MD, 125 PSIG, FBE (MAIN)
99-164000077	1	6"	VALVE, BALL, 6 IN STEEL WERF BALON, ANSI 150, 285 PSIG, 6 X 6 X 6 IN, FULL PORT, 6F-F13-RF-FLOATING (MAIN)
070000023	1	6"	VALVE BOX (MAIN)
340000060	1	1 1/4"	PE CAP (PURGE)
110000097	1	1 1/4" X 1 1/4"	PE RISER (THRD) (PURGE)
340000747	1	6" X 1 1/4"	PE TAPPING TEE (PURGE)
070000025	1	2"	VALVE BOX (SERVICE)
070000029	1	---	CONCRETE STABILIZATION RING (SERVICE)
110000112	1	2" X 2"	PE SERVICE RISER (THRD) (SERVICE)
240000295	1	1#	ANODE (SERVICE)
240000607	1	---	TEST STATION (BELOW GROUND) (SERVICE)
300000156	714 LF	---	CAUTION TAPE (SERVICE)
340000345	2	2"	PE 90° ELBOW (SERVICE)
340000750	1	6" X 2"	PE HV TAPPING TEE (SERVICE)
340001210	2	2"	EFV (10,000 SERIES) (SERVICE)
342000075	724 LF	14 GA	TRACER WIRE (SERVICE)
99-100000195	1	2"	PLUG (SERVICE)
340000895	1	2"	BALL VALVE (SERVICE)

MAIN							
TYPE	SIZE	LENGTH (NOM)	LENGTH (PRIVATE)	LENGTH (TOTAL)	ITEM NO.	MATERIAL	METHOD
HP	4"	80	55	135	99-004000160	PIPE, ST, MAN, 4.50 IN OD, 0.237 WT, X-52, ERW, FBE 14 TO 18.5, D16 MRL, API 5L	BORE
HP	6"	0	30	30	99-006000202	PIPE, ST, MAN, 6.625 IN OD, 0.280 WT, X-52, ERW, FBE 14 AVG 16-DRL	OPEN TRENCH
IP	6"	20	25	45	330000075	PIPE, MDPE, 8.00 IN IPS, DR 11.5, 40 FT STICKS, 0.576 IN WALL, UNI OR BIMODAL, NO REGRIND ALLOWED, ASTM D2513, YELLOW	OPEN TRENCH

SERVICE							
SIZE	LENGTH (NOM)	LENGTH (PRIVATE)	LENGTH (TOTAL)	ITEM NO.	MATERIAL	METHOD	EFV
2"	21	648	669	330000040	PIPE, MDPE,CIOE,2.00 IN IPS,DR 11.500 FT COIL,0.216 IN WALL,UNIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW	OPEN TRENCH	10,000

SERVICE S1	
GAS LOAD @ 5 PSIG DELIVERY PRESSURE	
QUANTITY	APPLIANCE	LOAD SUBTOTAL (CFH)
VARIES	DELI EQUIPMENT	939
VARIES	RTU	1974
2	OUTSIDE AIR UNIT	1400
2	WATER HEATER	398
1	GENERATOR	3462
TOTAL PROPOSED LOAD (CFH)		8,173

ASSET SCHEDULE				
ITEM NO.	TYPE	DESCRIPTION	INSTALL #	RETIRE #
99-164000170	4" STL BALL VALVE	REMOTE INLET	9002857208	N/A
99-164000077	6" STL BALL VALVE	REMOTE OUTLET	9002857209	N/A



LEGEND

- 2PE 2PE 2PE — NEW GAS MAIN (SIZE NOTED)
- NEW SERVICE LINE (SIZE NOTED)
- TO BE ABANDONED
- IP2CS IP2CS — EXIST. INTERMEDIATE PRESSURE LINE (PRESSURE CLASS, MATERIAL, PIPE SIZE)
- LP2PE LP2PE — EXIST. LOW PRESSURE LINE (PRESSURE CLASS, MATERIAL, PIPE SIZE)
- ABAND ABAND — ABANDONED GAS LINE
- WL WL WL — EXIST. WATER LINE
- WW WW WW — EXIST. WASTE WATER
- SS SS SS — EXIST. STORM SEWER
- OE OE OE — EXIST. OVERHEAD ELECTRIC
- UE UE UE — EXIST. UNDERGROUND ELECTRIC
- OT OT OT — EXIST. OVERHEAD TELEPHONE
- OU OU OU — EXIST. OVERHEAD UTILITY

NOTES:

1. PRIOR TO INSTALLATION OF TGS-OWNED GAS LINES, CUSTOMER SHALL GRADE ALL STREETS, ALLEYS, ROADWAYS, AND EASEMENTS TO SUBGRADE ± 6 INCHES.
2. ALL SURFACE REPAIRS ON PRIVATE PROPERTY BY TGS OR ITS AFFILIATES WILL BE TEMPORARY. OWNER IS RESPONSIBLE FOR ALL PERMANENT SURFACE RESTORATION.
3. OWNER SHALL BE RESPONSIBLE FOR COMPACTION OF BACKFILL & REQUIRED TESTING IN ACCORDANCE WITH AGENCY AND TGS STANDARDS.
4. VERIFY MAIN AND SERVICE ASSIGNMENTS WITH TGS ENGINEERING PRIOR TO CONSTRUCTION.
5. GAS MAIN ELEVATION AT STORM SEWER AND UTILITY CROSSINGS SHALL BE PHYSICALLY VERIFIED IN THE FIELD IN CONJUNCTION WITH PROFILE SHEETS WHEN APPLICABLE.
6. ALL SPOIL SHALL BE REMOVED FROM JOB SITE UPON COMPLETION OF GAS LINE INSTALL.
7. INSTALL COPPER TRACER WIRE ADJACENT AND PARALLEL TO PE MAIN & SERVICES. ALL WIRE SIZES AND JOINTS SHALL BE IN ACCORDANCE WITH TGS STANDARDS. TRACER WIRE TO BE ONE CONTINUOUS UNIT.
8. INSTALL CAUTION MARKER TAPE 1-FT BELOW SUBGRADE PARALLEL TO MAIN & SERVICES.
9. CONTRACTOR RESPONSIBLE FOR FIELD LOCATING AND PROPERLY SUPPORTING ALL EXISTING UTILITIES BEFORE AND DURING CONSTRUCTION. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES.
10. INSTALL 5-LB ANODES ON TRACER WIRE WITH PE MAIN IN ACCORDANCE TO TGS STANDARDS. INSTALL 1-LB ANODE ON TRACER WIRE WITH PE SERVICE LINES CONNECTED TO STEEL MAIN IN ACCORDANCE TO TGS STANDARDS. DO NOT TIE TRACER WIRE TO STEEL MAIN.
11. MARK ALL SERVICE AND MAIN STUBS WITH 4-IN DIAMETER PE POST 4-FT IN LENGTH. THE PIPE CAN BE PICKED UP AT THE TGS SERVICE CENTER. TGS WILL REMOVE THE POST AT THE TIME OF YARD LINE INSTALLATION.
12. ALL BORES SHALL BE DIRECTIONAL UNLESS OTHERWISE SPECIFIED.
13. ALL DISTANCES AND DIMENSIONS ARE APPROXIMATED.
14. INSTALL ALL PE PIPE WITHIN 2 YEARS OF MANUFACTURED DATE.
15. EASEMENT REQUIRED FOR ALL MAINS ON PRIVATE PROPERTY AND SERVICE LINES THAT CROSS PROPERTY LINES.
16. RISER LOCATION(S) TO BE LOCATED BY CUSTOMER AND VERIFIED TO MEET TGS STANDARDS PRIOR TO INSTALLATIONS.

PRELIMINARY

THIS DESIGN
(LOCATION, PIPE SIZE, CONDITION AND TYPE) IS SUBJECT TO
CHANGE PENDING ENGINEERING REVIEW AND FIELD VERIFICATION

NO.	DATE	BY	DESCRIPTION

& Dancehall
Suds Monkey Brewing Co. (Brewery & Pizza)
Oak Ranch Dr
12225 US-290, Austin, TX 78737
Nutty Brown Rd
290
Backspin Texas Sports Bar & Grill
GAS REGULATOR STATION & NEW SERVICE
355
The Preparatory School of Dripping Springs
The Digital Distillery

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 1/1/2022 .

Utility Company Information:

Name: Goforth SUD
Address: TX
Phone:
Contact Name: Neal Goedrich

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

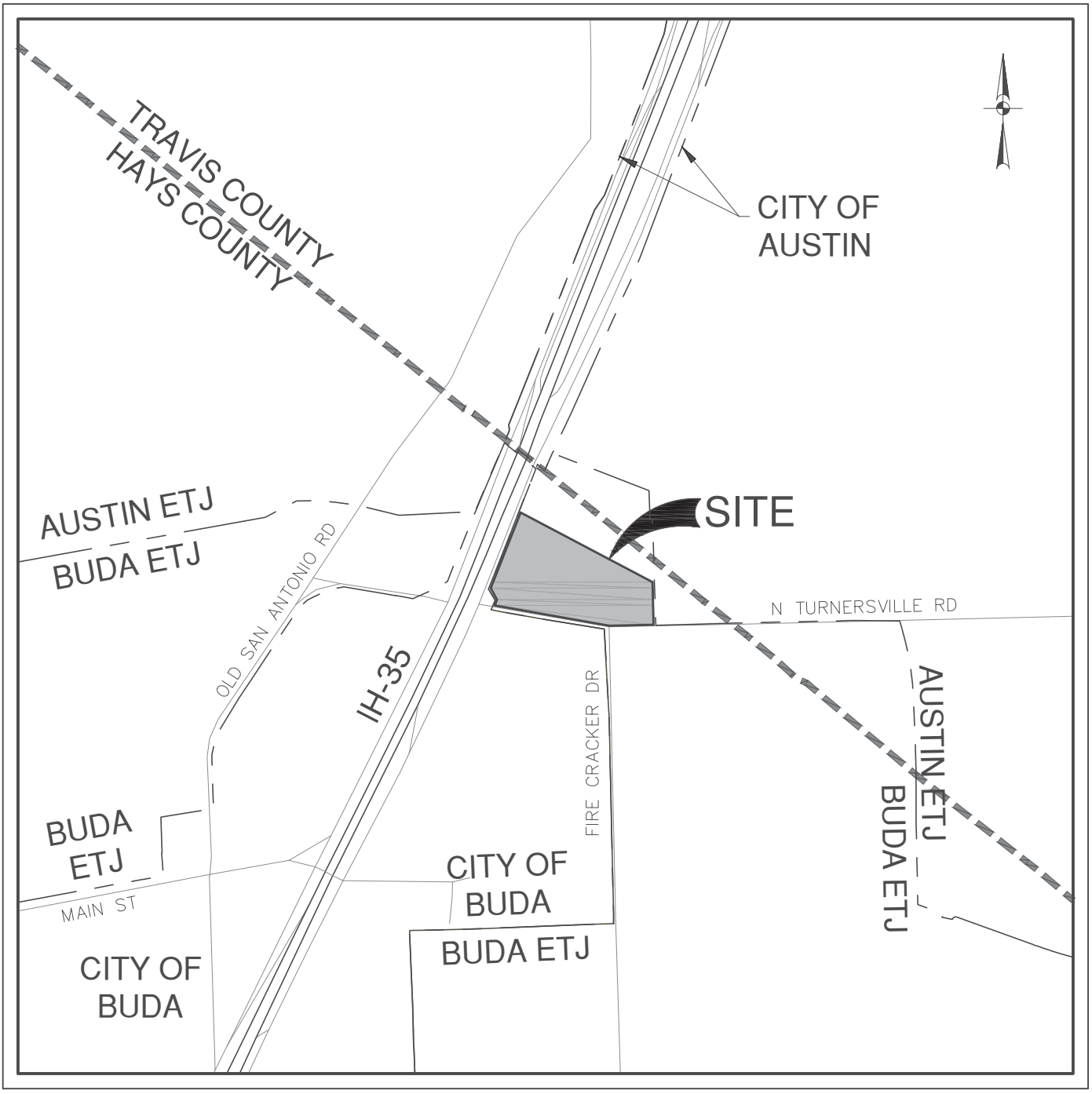
Utility Permit Number: TRN-2022-4438-UTL
Type of Utility Service: 12" PVC WATER MAIN
Project Description:
Road Name(s): Turnersville Rd, , , , , ,
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Engineering Technician 01/26/2022

Signature Title Date



JOB NO. _____
DATE DEC 2021
DESIGNER IR
CHECKED ____ DRAWN ____
SHEET 1 of 1

SUNFIELD SUBARU

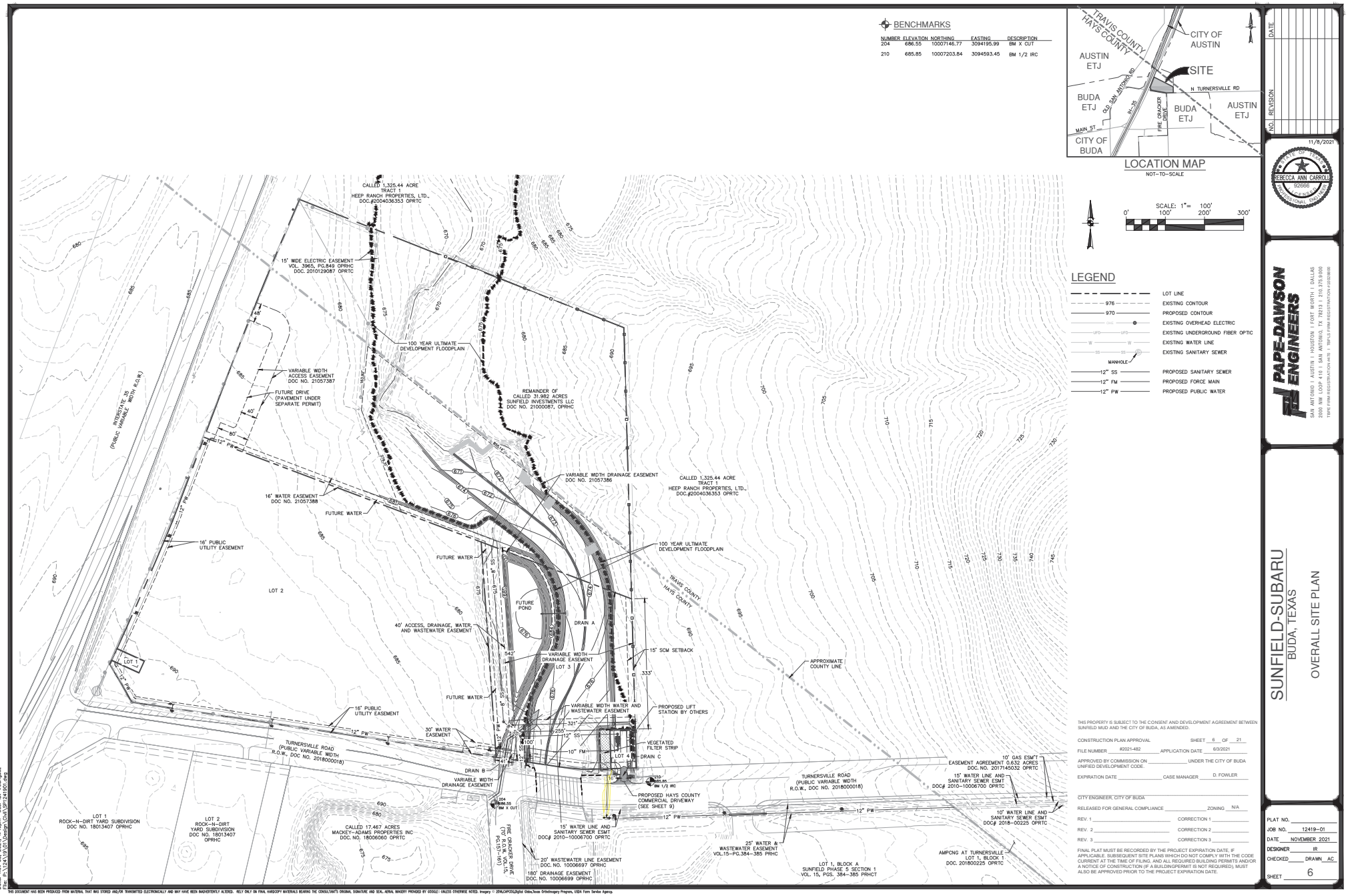
HAYS COUNTY, TEXAS

LOCATION MAP

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Dec 01, 2021, 10:35am User ID: lrodriguez
File: P:\124\19\01\Design\Exhibits\Location Map.dwg



THIS PROPERTY IS SUBJECT TO THE CONSENT AND DEVELOPMENT AGREEMENT BETWEEN SUNFIELD MUD AND THE CITY OF BUDA, AS AMENDED.

CONSTRUCTION PLAN APPROVAL SHEET 6 OF 21

FILE NUMBER #2021-482 APPLICATION DATE 6/3/2021

APPROVED BY COMMISSION ON _____ UNDER THE CITY OF BUDA UNIFIED DEVELOPMENT CODE.

EXPIRATION DATE _____ CASE MANAGER D. FOWLER

CITY ENGINEER, CITY OF BUDA

RELEASED FOR GENERAL COMPLIANCE _____ ZONING N/A

REV. 1 _____ CORRECTION 1 _____

REV. 2 _____ CORRECTION 2 _____

REV. 3 _____ CORRECTION 3 _____

FINAL PLAT MUST BE RECORDED BY THE PROJECT EXPIRATION DATE, IF APPLICABLE. SUBSEQUENT SITE PLANS WHICH DO NOT COMPLY WITH THE CODE CURRENT AT THE TIME OF FILING, AND ALL REQUIRED BUILDING PERMITS AND/OR A NOTICE OF CONSTRUCTION (IF A BUILDING PERMIT IS NOT REQUIRED), MUST ALSO BE APPROVED PRIOR TO THE PROJECT EXPIRATION DATE.

NO. REVISION DATE

11/8/2021

STATE OF TEXAS
REBECCA ANN CARROLL
92666
LICENSED PROFESSIONAL ENGINEER

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #100288-00

SUNFIELD-SUBARU
BUDA, TEXAS

OVERALL SITE PLAN

PLAT NO. _____
JOB NO. 12419-01
DATE NOVEMBER 2021
DESIGNER IR
CHECKED _____ DRAWN AC
SHEET 6

Date: Nov 08, 2021, 1:46pm User ID: rodriguez
File: P:\12419\03\Design\Civil\SP\12419sp.dwg

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Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 2022-01-24 .

Utility Company Information:

Name:
Address:
Phone:
Contact Name:

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

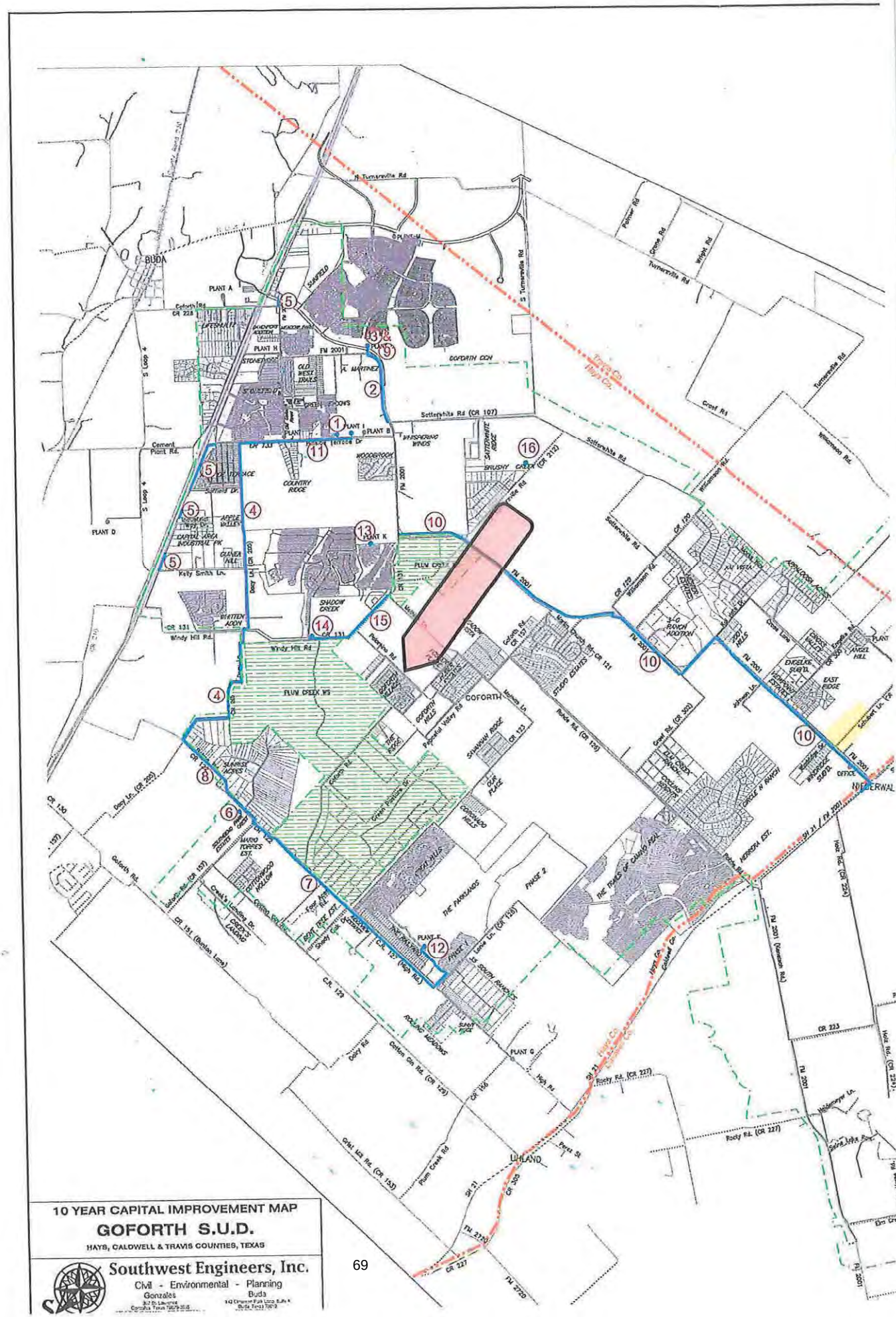
Utility Permit Number: TRN-2022-4468
Type of Utility Service: 3/4" Water Service Line
Project Description:
Road Name(s): Mariah Drive
Subdivision: Goforth Village
Commissioner Precinct: 1

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Engineering Technician 01/26/2022

Signature Title Date



10 YEAR CAPITAL IMPROVEMENT MAP

GOFORTH S.U.D.

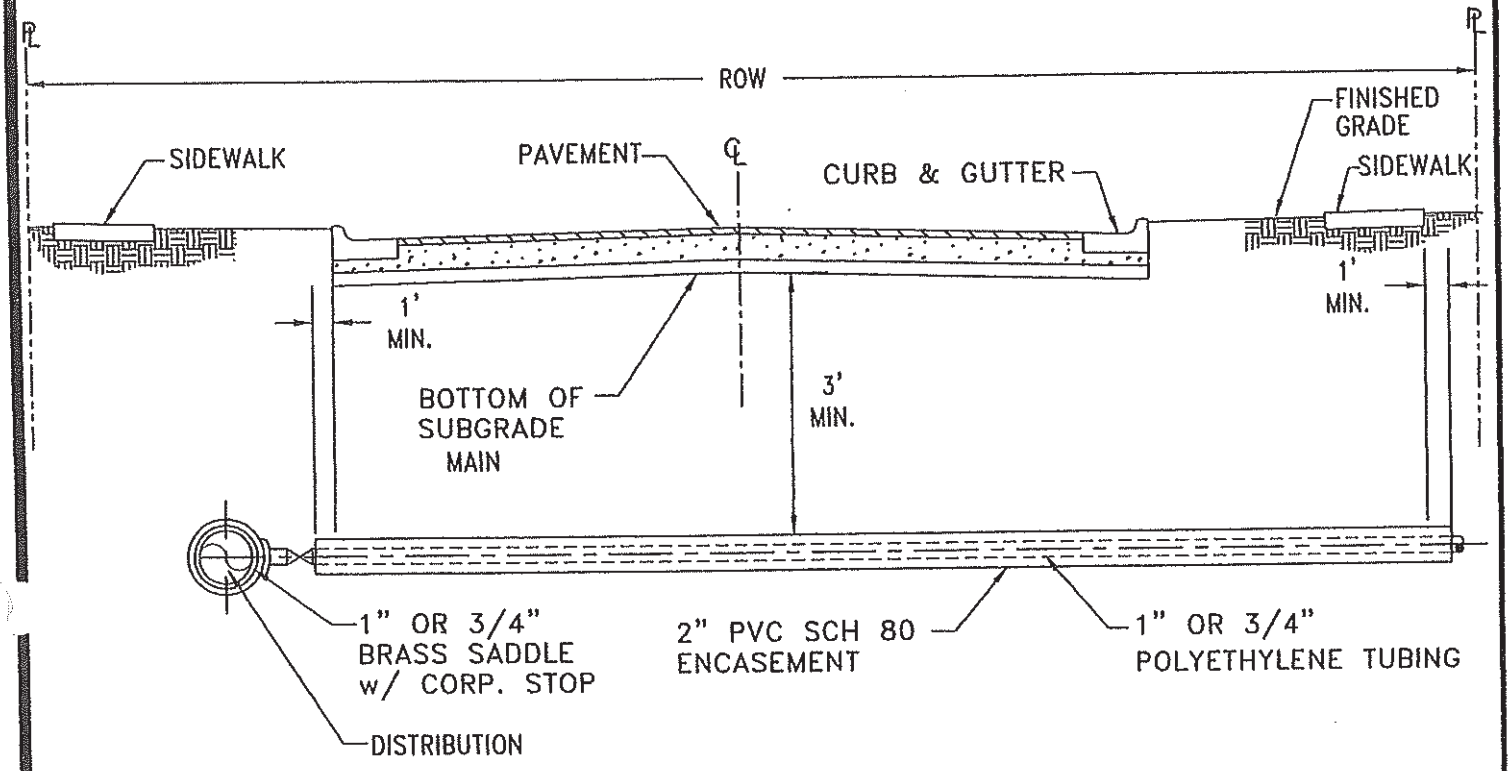
HAYS, CALDWELL & TRAVIS COUNTIES, TEXAS

Southwest Engineers, Inc.

Civil - Environmental - Planning

Gonzales

Buda



BORING & ENCASEMENT DETAILS–URBAN

STATE OF TEXAS
Richard C. Collins
43311
REGISTERED PROFESSIONAL ENGINEER

5-6-04

METER SERVICE DETAIL	
SCALE : NONE	REV. DATE : 2/04

GOFORTH W.S.C.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Transportation Department to add a $45.00 monthly telephone allowance for the Road Maintenance Lead, slot number 1055-007 effective February 1, 2022 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$360

LINE ITEM NUMBER

020-710-00.5194

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

A phone stipend has been requested and approved via the Data Request/Justification Form. This position travels throughout the County on a routine basis and is expected to respond to calls for service after normal business hours and at remote locations to effectively perform core duties in the field. Funds are available within the operating budget for this expense.

Budget Amendment:
Decrease Telephone Expense - .5489
Increase Telephone Allowance - .5194

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a resolution for the Office of the Governor, State Criminal Justice Planning Funds - Specialty Courts Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	SHELL	N/A

SUMMARY

The resolution will accompany an application to the Specialty Court program from the Office of the Governor. The application will follow. The application will fund assessments to vet candidates for the mental health court.

No match required.

Attachment:
Resolution_Mental Health Court

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners Court finds it in the best interest of the citizens of Hays County, that the Hays County Mental Health Court Grant project be operated in the 2023 year; and

WHEREAS, The Hays County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, State Criminal Justice Planning Funds - Specialty Courts Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Mental Health Court Grant to the Office of the Governor.

ADOPTED THIS THE 1st DAY of FEBRUARY, 2022

_____
Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application to the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) in the amount of $4,526.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	BECERRA	N/A

SUMMARY

The grant application to LCRA will fund the purchase of 6 gas detectors and necessary accessories for the Fire Marshal Fire Investigators. The gas detectors are used after a fire is extinguished to ensure that there are no hazardous or dangerous gases present at the scene. Because the Fire Investigators do not use a breathing apparatus, they must ensure there are no gases present before entering a scene to conduct their investigation.

There is no match required

Application was due on January 31st

Attachments
CDPP Application
CDPP Budget Summary

Name of organization *

Hays County

Scoring information

Please disclose any relationship, whether business, personal or financial, with any member of the Community Development Partnership Program Review Committee. The existence of a relationship neither enhances or disqualifies an application from being approved and funded. Click the link below to see a list of CDPP Review Committee members.

There is no relationship.

CDPP Review Committee

Eligibility Questions

Does your project fall under one of these program areas: Community Planning, Education, Employment, Health Care, Public Safety, Recreation, Transportation, Fire Department? *

Yes

Please select your program area? *

Fire Department

Is the project located in LCRA's service area (see map below)? *

Yes

LCRA Maps

Has your organization received a CDPP grant from LCRA in the past 24 months? *

No

Are you applying for fundraising or program operating costs? *

No

Is your organization a tax-exempt nonprofit, a governmental body such as a city or county, or a special tax district such as a school or hospital? *

Yes

Organization and Project Information

Organization website

https://hayscountytx.com/

Organization Facebook page

https://www.facebook.com/hayscountytexas

Year founded

1848

Organization mission statement

Is the organization a Volunteer Fire Department registered with the Internal Revenue Service?

No

Is the organization required to file an IRS Form 990?

County where project will be located

Hays

Project's physical street address/location *

810 S. Stagecoach Trail

Project city *

San Marcos

Project ZIP code *

78666

Grant Request Information

Total project cost, including value of in-kind contributions: *

$4,526

whole dollars only

Grant amount requested: *

$4,526

whole dollars only

Grant requests exceeding $5,000 require a minimum 20 percent match of the total project cost. In-kind contributions such as labor can be counted as a matching contribution.

Do you have a matching contribution?

No

Grants of $5,000 or more require a minimum 20% match of the total project cost. In-kind contributions such as labor can be counted as a matching contribution.

Provide a brief description of your project (one or two sentences). *

The Hays County Fire Marshal is seeking to purchase 6 gas detectors for the Hays County Fire Marshal Investigators for use on-site at fire calls as well as accessories including one unit of 116L Calibration Gas (25 PPM Hydrogen Sulfide, 100 PPM Carbon Monoxide, 50% LEL, 18% Oxygen, Nitrogen) and 116L Calibration Gas (50PPMCarbon Monoxide (CO), Air).

How does this project benefit the community? *

When the Fire Investigators respond to the scene of a fire, they do not enter in the building or area until the fire is extinguished. Once the fire is extinguished, they can then safely enter the area to assess damages and determine the cause of the fire. However, there is the possibility of harmful gases still present or being generated after the fire is extinguished. Because the investigators do not have breathing apparatuses like the firefighters, this can be incredibly dangerous. The gas detectors alert them of the presence of the harmful gases so they can exit the area until the issue is resolved. Once the issue is resolved, the investigator can reenter and continue their work.

The work of the Fire Investigators is incredibly important for the community. They serve as a point of contact and provide key information after fires, whether structural or otherwise. These gas detectors are a key piece of equipment that can keep them safe on the job as well as preventing any further damage to property or public health by alerting when there are dangerous gases present.

How would this grant contribute to the health and development of your community and improve its attractiveness to public and private enterprises?

This project would allow the Hays County Fire Marshal Fire Investigators to operate more safely and make sure that locations where fires have occurred are closed out and secured. The increased amount of development and growth of neighborhoods throughout Hays County makes fire safety more important than ever. With homes and businesses being built closer together fires can spread faster and cause a greater danger to public safety. Because of this, it is extremely important that the fire investigators can get into the scene and assess potential causes and ensure that the scene is safe.

Why is this project needed? *

The purchase of this equipment would be a huge asset to the Hays County Fire Marshals Office. The sensors would keep Fire Investigators safe while on duty.

How often will the project be open or accessible to the public?

The services gained from the equipment will benefit the public, but will not be directly available for use by the public.

Please describe public access in detail, such as, "The museum is open 8-5 Monday through Friday," or "The Fire Department will carry the requested equipment on emergency calls 24/7."

Who is the property owner of the project location? *

Hays County

Will the requested CDPP grant funds enable the completion of the project? *

Yes.

Identify each community, city, county or region impacted by this project. *

Hays County including San Marcos, Wimberley, Dripping Springs, Kyle, Buda, Uhland, Mountain City, Woodcreek, Neiderwald, Bear Creek, and Hays.

What is the population of the community, city, county or region impacted by this project?

230,191

Whole numbers only

Select your electric service provider. *

City of San Marcos

Does the requesting organization have a reserve/operating fund?

Yes

Is the fund being used for this project?

No

If the fund is being used, explain how. If it is not being used, explain why.

The Fire Marshal is seeking grant funding to cover this project as it has a smaller budget.

Additional Detail

Does the project have a water conservation component such as a rainwater catchment system, low-flow toilets or xeriscaping strategies?

No

Does the project have an energy-efficient component such as solar energy, energy-efficient lighting, windows or insulation?

No

Is there anything else you want the Review Committee to know about this grant proposal?

Please enter a description for each line item of your project and the dollar amount of the CDPP grant requested and matching contribution, if any, for that item.

Land acquisition; debt-reduction campaigns; capital campaigns; program operating costs; administrative and/or indirect costs, such as personnel and overhead expenses, as well as grant writing and/or consulting fees; computer and/or video equipment or software; furniture; office equipment; or batteries are not eligible for CDPP funding and should not be included in the grant request budget summary.

Community Development Partnership Program
Grant Request Budget Summary

Line Item Description	CDPP Grant Request Amount (intended allocation of funding request towards the project)	Matching Contribution (must be at least 20 percent of total project cost for grants over $5,000)		Project Cost
		Dollars	In Kind (value of contributed labor, materials, equipment, etc.)	
	whole dollars only			
BW Flex/LEL-CB filtered Gas Detectors ($570.72 each, 6 detectors)	$3,424			$3,424
Shipping Costs	$55			$55
Demand Flow Regulator ($245 each, 2 total)	$490			$490
116L Calibration Gas (Hydrogen Sulfide, Carbon Monoxide, LEL, Oxygen, Nitrogen)	$334			$334
116L Calibration Gas (50 PPM Carbon Monoxide)	$222			$222
				$0
				$0
				$0
				$0
				$0
TOTAL DOLLARS (MUST match the Grant Request Information section of the application)	**$4,526**	**$0**	**$0**	**$4,526**
TOTAL PERCENTAGE OF PROJECT COST	**100%**	**0%**		**100%**

REQUIRED if in kind is included in the project budget.
Please enter a description for each line item of in kind included in the project. Please be specific about type, quantities and value of in-kind contributions.

Community Development Partnership Program
In-Kind Matching Contribution Description

Line Item Description	In Kind (value of contributed labor, materials, equipment, etc.)	Description of In Kind
TOTAL IN KIND	$0	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment for professional services provided by Dr. Anthony Tzoumas, Ph. D in the amount of $545.00, where no purchase order was issued as required per the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$545.00

LINE ITEM NUMBER

001-618-03.5335

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Sheriff's Office is requesting payment approval to Dr. Tzoumas of $545.00 for professional services. Funding is available in the Jail's Employment Testing general ledger.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to use salary savings to order training ammunition and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	90,000

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In December of 2021, the court awarded contract IFB 2022-B01 Duty and Training Ammunition. Due to the lengthy time frame for ammunition orders to be fulfilled, the Sheriff is requesting to process an order for training ammunition. Funds within the operating budget are available due to attrition to fund this request.

Budget Amendment: Increase Law Enforcement Supplies .5206
Decrease Staff Salaries .5021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, FY23 Victim Assistance, First Responder Mental Health Program in the amount of $10,650.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The grant will fund counseling services costs associated with the Peer Support Group for the Sheriffs Office. The counseling services were previously covered under insurance but were considered ineligible costs for coverage beginning in January. The Sheriffs Office contracts with Tania Glenn & Associates, PA for counseling services. Dr. Glenn specializes in cases associated with first responders and veterans.

No match is required

Attachments
FRMH Application
Resolution_First Responder Mental Health

Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners Court finds it in the best interest of the citizens of Hays County, that the Hays County First Responder Peer Support and Mental Health project be operated in the 2023 year; and

WHEREAS, The Hays County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Victim Assistance – First Responder Mental health Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County First Responder Peer Support and Mental Health to the Office of the Governor.

ADOPTED THIS THE 1st DAY of FEBRUARY, 2022

_____
Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

Print This Page

Agency Name: Hays County
Grant/App: 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Hays County First Responder Peer Support and Mental Health
Status: Application Pending Submission

Narrative Information

Introduction

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:
• responding to the emotional and physical needs of crime victims;
• assisting victims in stabilizing their lives after a victimization;
• assisting victims to understand and participate in the criminal justice system; and
• providing victims with safety and security.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Program-Specific Questions

Culturally Competent Victim Restoration
Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.
Hays County uses an outside counseling service who specializes in caring for first responders, veterans and their families. This allows the officers to receive the most effective care possible as officers often face very unique struggles.

Culturally Specific and Underserved Populations
Following are relevant definitions needed to answer this question.
- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u–6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)
_ Yes
X No

If you answered **'YES'** above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter **'N/A'**.
N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Forensic Medical Examination Payments
Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy
Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery
Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition
The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Immigration Legal Services
PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination
Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records
Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers
If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation
Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts
Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information
Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services
Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See “Eligible Organizations” in the Funding Announcement.)
College Campus Confidential Direct Services Providers
All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim’s confidentiality for all case information (written or oral) and share information only at the victim’s request and with the victim’s informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.
Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.
Civil Rights Liaison
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.
Enter the Name of the Civil Rights Liaison:
Shari Miller
Enter the Address for the Civil Rights Liaison:
712 S. Stagecoach Trail Ste. 1063 San Marcos, TX 78666-6230
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
(512) 393-2245
Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content & requirements.

Project Abstract :

The Hays County Sheriffs Office is seeking funding to continue the Peer Support Group and counseling services for officers. Officers will be able to seek counseling services from a trained professional for duty-related issues. The Hays County Sheriffs Office also offers a Peer Support Group that allows officers to be trained to identify when issues may be surfacing in their colleagues in which therapy may be beneficial in order to help their mental state. The Peer Support Group allows officers to have accessible points of contact - their colleagues - to go to when facing struggles. Peer Support Group members can then offer judgement free advice and information on therapy available through the Hays County Sheriffs Office.

Problem Statement :

The Hays County Sheriffs Office had previously been using funds from the county's insurance provider in order to offer cost free therapy services for officers for duty-related issues. Due to changes in the insurance providers policy, these services will no longer be covered. Hays County is seeking funding to be able to provide these essential services for officers. The program is designed to mitigate stressful incidents in order to minimize the damaging effects they can have on personnel and workplace environments, allowing officers to more effectively perform their jobs. Often officers may not know about services that are available to them or may feel uncomfortable reaching out for help. The Peer Support Group is designed to give officers the skills to identify when their colleagues may be in need of help or just need someone to talk to. The Peer Support Group is completely voluntary and officers sign-up to be trained and to help their colleagues.

Supporting Data :

In 2021, the Hays County Sheriffs Office used an average of 5 hours per month of counseling services. In 2022, the contracted counseling service that Hays County uses will be raising their hourly rate by almost 30%. 2021 was the first year that the Peer Support Group formed. Because of the pandemic there was not an option for the counseling service to offer their in person two day training.

Project Approach & Activities:

If officers feel that they are struggling with their mental health due to duty-related incidents, they are able to access counseling services through a therapist who specializes in counseling for first responders. Additionally, officers who are interested in serving their colleagues may volunteer to be a part of the Peer Support Group. These officers are trained to serve as a safe space for their colleagues and to identify when fellow officers may be in need of or may benefit from the counseling services offered through the Sheriffs Office. A two day intensive training will be offered twice a year for officers who are interested in serving as part of the Peer Support Group.

Capacity & Capabilities:
The Hays County Sheriffs Office has an established relationship with a contracted counselor who is a Doctor of Psychology (PsyD) and a Licensed Clinical Social Worker (LCSW) who specializes in first responder and veteran mental health. Hays County will serve as the fiscal agent for this grant funded position. Hays County has managed roughly 8.1 million dollars in federal grant funding and 2.3 million dollars in state grant funding in the year 2021 and has successfully completed all obligations for grant funded projects. For the purpose of this program, assistance will be given to the project leads by the Hays County Grants Department and Hays County Auditing, of which has expertise in managing state and federal grants and has the capacity to conduct the required accounting, auditing, and programmatic reporting

Performance Management :

The Hays County Sheriffs Office collects information about how many hours of counseling are used each month by the officers. Information will also be collected on how many officers attend the two day peer support group training.

Target Group :

The target group is the Hays County Sheriffs Officers including the correctional facility staff and officers, who have experienced traumatic events.

Evidence-Based Practices:

In 2021, the Texas Department of State Health Services (DSHS) released a survey done by Project HEROES. In a survey of approximately 1500 first responders in Texas, 60% expressed that they exhibit symptoms of a significant mental disorder "including physical symptoms, sleep disturbance, and anger." By offering counseling services at no-cost to its employees, The Hays County Sheriffs Office allows their officers to be more focused, calm, and level-headed in the line of duty.

Print This Page

Agency Name: Hays County
Grant/App: 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Hays County First Responder Peer Support and Mental Health
Status: Application Pending Submission

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Peer Support Groups	25.00	Officers volunteer to participate in the peer support program in order to serve as a resource for their colleagues and identify when fellow officers may benefit from or need to access counseling services
Professional Therapy and Counseling	75.00	Officers will have access to a professional therapist who specializes in services for first responders.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

You are logged in as **User Name**: scorprew

Print This Page

Agency Name: Hays County
Grant/App: 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Hays County First Responder Peer Support and Mental Health
Status: Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of counseling hours provided to survivors.	65
Number of support group sessions held.	2
Number of survivors participating in support groups.	13
Number of survivors receiving counseling / therapy.	10
Number of victims / survivors seeking services who were served.	20

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

You are logged in as **User Name**: scorprew

Print This Page

Agency Name: Hays County
Grant/App: 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Hays County First Responder Peer Support and Mental Health
Status: Application Pending Submission

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$5,850.00	$0.00	$0.00	$0.00	$5,850.00
Supplies and Direct Operating Expenses	$1,200.00	$0.00	$0.00	$0.00	$1,200.00
Travel and Training	$3,600.00	$0.00	$0.00	$0.00	$3,600.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$10,650.00	$0.00	$0.00	$0.00	$10,650.00

You are logged in as **User Name**: scorprew

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Tuff Mate Gloves in the amount of $503.40 for the Transportation Department related to the purchase of work gloves where no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	$503.40

LINE ITEM NUMBER

020-710-00.5231

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

The Transportation Department bought gloves and did not obtain a purchase order prior to the purchase. Funds are available within the operating budget for this expense.

Attachment: Tuff Mate Gloves Invoice #188948

COPY

RECEIVED
JAN 11 2021
Hays County
Transportation Department

Tuff Mate Gloves

339 Cotton Belt Pkwy.
McGregor, Tx 76657

Phone # 1-800-769-2882

Invoice # 188948

ACCOUNT NO.	HAYCOU

Date 12/20/2021

Bill To

HAYS COUNTY AUDITOR'S OFFICE
ATTN ACCOUNTS PAYABLE
SAN MARCOS, TX 78666

5231

Ship To

HAYS COUNTY
ATTN: MARIO
2171 YARRINGTON
SAN MARCOS, TX 78666

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Due Date
PER MARIO	Net 15	KD	12/20/2021	FEDEX		1/4/2022

Quantity	Item Code	Description	Price Each	Amount
12	1310M	ECONOMY GRAIN GOATSKIN	6.95	83.40
24	1310L	ECONOMY GRAIN GOATSKIN	6.95	166.80
12	1595XL	GRAIN COWHIDE W/SPLIT BACK	6.10	73.20
12	1304L	GOATSKIN W/STRETCH BACK	7.50	90.00
12	1304XL	GOATSKIN W/STRETCH BACK	7.50	90.00

Payments/Credits $0.00

Total $503.40

Customer Total Balance $503.40

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2022-B04 Cemetery Maintenance and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	BECERRA	N/A

SUMMARY

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to provide the County with grounds maintenance at various cemeteries throughout Hays County.

Attached:
Solicitation: IFB 2022-B04 Cemetery Maintenance
Attachment A: IFB 2022-B04 Bid Form

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: **IFB 2022-B04 Cemetery Maintenance**	**Date Issued: February 3, 2022**

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

2:00 p.m. local time February 24, 2022.

Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on February 10, 2022.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.	_____ Hays County Judge	_____ Date
	_____ Hays County Clerk	_____ Date

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Attachment A: 2022-B05 Bid Form

Attachment B: FHWA 1273 Certification

I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that MUST be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Mandatory Bid Form: Attachment A

____ 3. Vendor Reference Form

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Code of Ethics signed

____ 3. HUB Practices signed

____ 4. House Bill 89 Verification signed and notarized

____ 5. Senate Bill 252 Certification

____ 6. Debarment & Licensing Certification signed and notarized

____ 7. Vendor/Bidder's Affirmation completed and signed

____ 8. Related Party Disclosure Form

____ 9. Federal Affirmations and Solicitation Acceptance

____ 10. FHWA 1273 Certification

____ 11. System for Award Management (www.SAM.gov) Printout

____ 12. Any addenda applicable to this solicitation

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy or

____ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1.	**Type of Solicitation:**	Invitation for Bid
2.	**Solicitation Number:**	IFB 2022-B04 Cemetery Maintenance
3.	**Issuing Office:**	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope One (1) Original and one (1) digital copy on a thumb drive, or Electronic Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
5.	**Deadline for Responses:**	In issuing office no later than: **February 24, 2022; 2:00 p.m. Central Time (CT)**
6.	**Initial Contract Term:**	March 2022 – March 2023
7.	**Optional Contract Terms:**	Four (4), one-year renewal options
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing@co.hays.tx.us
9.	**Questions & Answers:**	**Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than February 10, 2022; 5:00 p.m. CT. Telephone inquiries will not be accepted.** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

February 3, 2022	Issuance of IFB
February 10, 2022	Deadline for Submission of Questions (5:00 PM CT)
February 24, 2022	Deadline for Submission of Proposals (2:00 PM CT) **Late bids will not be accepted.**
March 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to provide the County with grounds maintenance at various cemeteries throughout Hays County. Listed below are the locations within Hays County seeking immediate services. Note that Hays County has other locations that could need grounds maintenance in the future, and the addition of these locations would fall under this contract, as well as and changes in current grounds maintenance needs.

Locations & Approximate acreage: (see Appendix A for greater Detail)

Cemeterio Del Rio	San Marcos, located off FM 621 (Staples Rd.)	2 acres
Cocke Cemetery	Buda, Hy Road	1 acre
Coronado Cemetery	Buda, Mathis Lane	.90 acre
Guadalupe Cemetery	San Marcos, Post Road	4.16 acres
Hays County Indigent Cemetery	Adjacent to San Pedro Cemetery	2.20 acres
Kyle Family Pioneer Cemetery	Kyle, Post Road	½ acre
Pitts Cemetery	San Marcos, Hunter Road, South of McCarty	.89 acre
San Marcos/Blanco Cemetery	San Marcos, Post Road	10 acres
San Pedro Cemetery	San Marcos, Posey Rd & CR 266	3.61 acres

B. Scope of Work

The contractor shall provide all labor, equipment, tools, materials, chemicals, supplies, supervision, incidentals, and other items or services necessary to perform normal maintenance of cemeteries. No soft headstones are known to exist in any listed cemetery. If such stones are found, it will be the contractor's responsibility to notify the County Representative.

Normal Maintenance:

Normal maintenance is defined as mowing all areas within the property limits, trimming (weed eating) around all gravesites, trimming (weed eating) along the interior and exterior of all fence lines , removing and disposing of dead vegetation, removing and disposing of deteriorated grave decorations, pickup and disposal of trash, garbage, and litter, collection and disposal of fallen limbs, cutting and disposal of sprouted brush/saplings (2" diameter and less) as necessary or as directed by the County Representative. All materials collected for disposal shall be removed from the site on the day work it is collected.

- All cut brush and sapling stumps shall be treated with an approved herbicide.
- Weeds in the gravel at gravesites shall be treated with an approved herbicide. All small trees, overgrown shrubs, or other plant material which germinates or are currently growing near headstones, curbs or other objects that, due to their delicate condition, could be damaged, shall be removed or cut using hand operated tools and treated with herbicide.
- The successful bidder shall furnish the County with a list of any and all herbicides proposed for use. The County shall have the authority to reject use of any herbicides it feels may cause damage to the environment or headstones. All herbicides will be applied by a licensed applicator, on the payroll of the Contractor, whose certification is on file at the Purchasing office.
- All fence lines, sidewalks, drives, walkway, and any concreted areas shall be edged either with approved herbicides, power equipment, or hand tools as directed by the County Representative.
- No tree or sapling stump removal will be required under Normal Maintenance. No whole tree removal will be required under Normal Maintenance.

Additional Maintenance Services:

Additional maintenance services, as requested by the County Representative, shall be billed on a per man-hour basis. These additional services may include, but will not be limited to, ground-level tree trimming

(pole-saw use), whole tree removal, windstorm debris cleanup, and clean-up of vandalized areas. Disposal of debris generated and collected by additional maintenance services shall be the responsibility of the County.

A designated County Representative and the successful bidder shall tour properties a minimum of once every three (3) months to determine which saplings and brush, if any, are to be removed during the next maintenance cycle. Upon notification that maintenance is required, the work must be done within one week of the notification. The County Representative shall be notified in writing or by email two (2) days prior to work beginning on any site. The County Representative shall be notified by phone when crews arrive at each site when additional maintenance services are authorized.

Work Schedules:

Attachment A: IFB 2022-B04 Bid Form, lists each location and should be filled out as a price per site, per service and additional service man hour rate.

- Maintenance shall occur Monday through Saturday between 8 a.m. and 6 p.m.
- There shall be no services on Sundays unless otherwise requested by Hays County.
- Normal maintenance as directed by the County Representative will be performed **on a per site basis.** During the season in which wildflowers bloom, the flowers shall not be mowed until seeds have dropped or as directed by the County Representative. Weather conditions and actual growth of grass will determine the maintenance schedule and the actual number of sites maintained during each cycle. During the following months, maintenance shall be performed one (1) week before the holidays listed or as directed by the County Representative:

January	No maintenance expected
February	No maintenance expected
March	No maintenance expected
April	Easter-maintenance as directed during the week prior to Good Friday, avoid cutting large patches of wildflowers
May	Mother's Day-maintenance as directed during the week prior to Mother's Day, avoid cutting large patches of wildflowers---and maintenance required during the week prior to Memorial Day, avoid cutting large patches of wildflowers
June	Father's Day-maintenance as directed during the week prior to Father's Day
July	Independence Day-maintenance as directed during the week prior to Independence Day
August	maintenance as directed by County Representative
September	Labor Day-maintenance as directed during the week prior to Labor Day
October	maintenance as directed during the last week of the month
November	Veteran's Day-maintenance as directed during the week prior to Veteran's Day and maintenance required during the week prior to Thanksgiving Day
December	Christmas-maintenance as directed during the week prior to Christmas

No holiday or overtime work is authorized without prior approval of the Contract Administrator. Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall: advise the Contract Administrator of the stoppage or delay and advise the Contract Administrator of the alternate service day.

In addition to the schedule stated above, upon notice from the County Representative that normal maintenance is required at a site, the contractor shall perform the required work within one (1) week of notification.

Damages/Safety and Cleanliness:
Contractor shall provide for a neat, clean, and safe environment at all times during all work. Contractor and his employees shall be of neat appearance and conduct themselves in a professional manner while working for Hays County.

Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions during all work. The Contractor shall be responsible for any damage to the property that occurs to the direct duties of the work described herein. Contractor caused damages to fences, gates, grave markers and other fixed objects shall be repaired at the expense of the successful bidder. Items not repaired or are repaired improperly will be repaired by Hays County, with the costs deducted from the payment due to the successful bidder.

Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

Accident Prevention and Protection:
Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

- Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator. Contractor shall leave work site clean and free of any tools and other materials related to the work.
- Contractor shall take all necessary precautions to protect existing County equipment, Contractor's equipment, County facilities, and occupants from damages or harm caused by any work.
- Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the County. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

C. Frequency of Normal Maintenance
Services would be provided upon request by Hays County, but no more than what is stated on the frequency chart. Awarded Contractor will work with the County Representative at the beginning of each month to determine which cemeteries need normal maintenance for the month. Awarded Contractor will only bill for actual weeks completed.

Frequency Chart:

Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2	2	2	2	2	2	2	2	2	2	2	2	24

D. Qualifications

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Contractors' vehicles must be permitted in compliance with all Federal, State, County and City requirements.
- Materials and equipment furnished by the Contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors in this trade.
- Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall always have available an email address and telephone number for communication between the Contractor and the Contract Administrator.
- The County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the County that the Bidder is qualified to properly carry out the terms of the Bid Document

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record February 18, 2022.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts. The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

E. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2022-B04 Bid Form**.**

All pricing and fees shall include normal maintenance. All labor, equipment, tools, materials, chemicals, supplies, supervision, incidentals, and other items or services necessary to perform the normal maintenance of the cemeteries shall be included in the price per site amount provided.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

Additional Maintenance/Services: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties and shall provide the County prices on such additional items or duties based on a per **Man-Hour Rate**.

F. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original bid with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids: One of the items below MUST be received by the due date & time
  - Upload bid packet with required forms manually signed by Respondent
  - Purchasing Department MUST also receive a hard copy of the bid packet

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

Hays County: https://hayscountytx.com/departments/auditor/purchasing/bidding-opportunities/
BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING BIDS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County, if applicable
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

H. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court and be effective through a full year (365 days). Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor – Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time od consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:
    a. "Auditor" means the Hays County Auditor or his/her designee.
    b. "Commissioners Court" means Hays County Commissioners Court.
    c. “Contract” means the contract awarded pursuant to the IFB.
    d. “Contractor” means a person or firm receiving an award of contract from Commissioners Court.
    e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
    f. "County Building" means any County owned buildings and does not include buildings leased by County.
    g. "Is doing business" and "has done business" mean:
        i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
        ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
        iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
    h. "Purchasing Manager" means the Hays County Purchasing Manager.
    i. “Sub-contractor” means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor
    712 S Stagecoach Trail, Suite 1071
    San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:
    a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY

HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:
    a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
    b. The Contractor's delivery time includes weekends and holidays.
    c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
    d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
    e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
    f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:
    a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the

authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.

b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:
    a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
    b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal

representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:
    a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
        i. The existence of the claim, or other action;
        ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
        iii. The alleged basis of the claim, action or proceeding;
        iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
        v. The name or names of any person against whom this claim is being made.
    b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
    c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
    d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that

Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
    g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:
    a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	$1,000,000.00

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-5532.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name

_____

Print Name of Company Representative

_____

Signature of Company Representative

_____

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date

_____

RFP or Vendor number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XV. Federal Affirmations and Solicitation Acceptance

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding $150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b. Notification of violating facilities pursuant to EO 11738;
c. Protection of wetlands pursuant to EO 11990;
d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XVI. FHWA 1273 Certification

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment B. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Appendix A: Location, Approximate Acreage, and Access Point
IFB 2022-B04 Cemetery Maintenance

Cemetery	Access Point	Precinct	Acreage	Location
Cemeterio Del Rio	FM 110	1	2.00	Approx. 1,200 ft. from FM 110 along a private drive on the east side of the road approx. 1,000 ft. south of the San Marcos River bridge.
Cocke	Hy Road/Cocke Rd	4	1.00	Approx. 3,400 ft. west of FM 1626 to Cocke Rd, then south 300 ft. on west side of the road.
Coronado	Mathias Lane	1	0.90	At the very end of Mathias Lane near the intersection with Coronado Lane on the west side of the road.
Guadalupe	Post Road	3	4.16	Approx. 750 ft. north of the San Marcos City Limits line on the west side of the road.
Hays County Indigent	Old Bastrop Highway	1	2.20	Adjoining San Pedro Cemetery on the north side approx. 750 ft. north of Posey Rd on the west side.
Kyle Family Pioneer	Old Stagecoach Road	3	0.50	Approx. 9,300 ft. north of the Five Mile Dam Park entrance on the east side of the road, inside the Kyle Cemetery on the south fenceline.
Pitts	Hunter Road/FM 2439	3	0.89	Approx. 1,650 ft. north of Centerpoint Rd on east side of road.
San Marcos/Blanco	Post Road	3	10.00	Approx. 4,000 ft. north of the San Marcos City Limits line on the east side of the road.
San Pedro	Posey Road	1	3.61	At the intersection with Old Bastrop Highway on the north side of Posey Rd/west side of Old Bastrop Hwy.

Attachment A:
IFB 2022-B04 Cemetery Maintenance
Bid Form

All pricing and fees shall include normal maintenance. All labor, equipment, tools, materials, chemicals, supplies, supervision, incidentals, and other items or services necessary to perform the normal maintenance of the cemeteries shall be included in the price per site amount provided.

Additional Maintenance/Services: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties and shall provide the County prices on such additional items or duties based on a per **Man-Hour Rate**.

Taxes: Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. Hays County is exempt from payment of such taxes and will issue exemption certificates upon request.

Price Increases: Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI for the most current data representing a 12-month period at the time of consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

Basis of Award: The County reserves the right to award a contract to a bidder on the basis of price per site low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County. The County also reserves the right to acquire items that are part of this solicitation via other sources in compliance with state and federal procurement laws.

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: _____

Printed Name: _____

Signature: _____

Email Address: _____

Phone: _____

Attachment A:
IFB 2022-B04 Cemetery Maintenance
Bid Form

Normal Maintenance: Total cost of Normal Maintenance per site, per service

Services would be provided upon request by Hays County, but no more than what is stated on the frequency chart. Awarded Contractor will work with the County Representative at the beginning of each month to determine which cemeteries need normal maintenance for the month. Awarded Contractor will only bill for actual weeks completed.

Frequency Chart:

Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2	2	2	2	2	2	2	2	2	2	2	2	24

Cemetery Name	Location	Approx. Acreage	Price per Site (per service)
Cemeterio Del Rio	San Marcos, located off FM 621 (Staples Rd.)	2 acres	
Cocke Cemetery	Buda, Hy Road	1 acre	
Coronado Cemetery	Buda, Mathis Lane	.90 acre	
Guadalupe Cemetery	San Marcos, Post Road	4.16 acres	
Hays County Indigent Cemetery	Adjacent to San Pedro Cemetery	2.20 acres	
Kyle Family Pioneer Cemetery	Kyle, Post Road	½ acre	
Pitts Cemetery	San Marcos, Hunter Road, South of McCarty	.89 acre	
San Marcos/Blanco Cemetery	San Marcos, Post Road	10 acres	
San Pedro Cemetery	San Marcos, Posey Rd & CR 266	3.61 acres	
		Total (all location per service)	
		Total for the year (Total all locations per service*24 weeks)	

Additional Maintenance/Services:

Per Man-Hourly Rate $ _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute First Amendment to a Contract between Hays County and Lone Star Sitework, LLC. pursuant to IFB 2021-B09 US 290 W - Henly Loop.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

On December 21, 2021, the Commissioners Court awarded a contract to Lone Star Sitework, LLC. pursuant to IFB 2021-B09 US 290 W - Henly Loop.

During the pre-construction meeting it was noted that the time period between Substantial Completion and Final Completion was outside the standard 30-day timeframe, as well as the schedule for liquidated damages was not included. This amendment to the contract will correct the time period between Substantial Completion and Final Completion to the standard 30-day timeframe and add Special Provision (000-658): Schedule of Liquidated Damages.

Attached:
Amendment 1 to Contract: Lone Star Sitework, LLC.
Exhibit A: IFB 2021-B09 US 290 W - Henly Loop Contract
Exhibit B: Special Provision (000-658): Schedule of Liquidated Damages

First Amendment to the US 290 W – Henly Loop Contract (IFB 2021-B09 US 290 W – Henly Loop Contract)

1. This First Amendment to the US 290 W – Henly Loop Contract (the "First Amendment"), attached as *Exhibit "A"* and executed December 21, 2021, is made this 1st day of February 2022, by and between **Hays County, Texas ("Client")** and **Lone Star Sitework, LLC. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Correction to Special Conditions: XI. Completion of Work on Time:

   a. Remove (2nd Paragraph, 1st sentence)
      - Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **185** calendar days.

   b. Add (2nd Paragraph, 1st sentence)
      - Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **30** calendar days.

3. Add Special Provision (000-658): Schedule of Liquidated Damages, attached as *Exhibit "B"*

4. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

Lone Star Sitework, LLC.

By: _____

Printed Name: Megan Harrison

Title: Office Manager

Dated: 1/28/2022

ATTEST: _____
Elaine Cardenas
Hays County Clerk

Exhibit A

IFB 2021-B09 US 290 W – Henly Loop
Contract Documents

Included:
Executed Contract
Lone Star Sitework, LLC bid packet
Project Manual

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called "County") and **LONE STAR SITEWORK, LLC.** (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. (***Exhibit A***) The "Project" is generally described as follows:

Project No. IFB 2021-B09 – US 290 at Henly Loop

Article 2. Engineer of Record

The Project has been designed by FSC, INC, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **95 calendar days** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES: **$428, 478.05**
Four Hundred twenty eight thousand, four hundred seventy eight (dollars) and five (cents)

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers **1** to **1** , inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on December 21, 2021 (which is the "Effective Date" of the Contract).

COUNTY, HAYS

By: _____
Ruben Becerra,
Hays County Judge

CONTRACTOR:
LONE STAR SITEWORK, LLC.

By: _____

Title: Managing Member

Attest _____
Elaine H. Cardenas
Hays County County Clerk

[CORPORATE SEAL]

Attest _____

BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2021-B09 US 290 West at Henly Loop

THIS BID IS SUBMITTED TO:

Electronically: Bid Packets can be submitted through BidNet Direct: www.bidnetdirect.com/hayscounty.

Manually:
Hays County Purchasing Department
Attn: Stephanie Hunt
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation for Bids and Bid Instructions/Requirements, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within 185 calendar days from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

Lone Star Sitework, LLC
PO Box 1867
Wimberley, Tx 78676

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON 30 day of September 2021

State Contractor License Number N/A

IF BIDDER is:

An Individual

By N/A (SEAL)
(Individual's Name)

(Signature)

doing business as
Business address:

Phone Number: Fax Number:
Email:

A Partnership

By N/A (SEAL)
(Firm Name)

(General Partner)

(Signature)

Business address:

Phone Number: Fax Number:
Email:

A Corporation

By Lone Star Sitework, LLC (SEAL)
(Corporate Name)

Texas
(State of Incorporation)

By Cullen Harrison (SEAL)
(Name of Person Authorized to Sign)

C Harrison
(Signature)

(Corporate Seal)

Attest: [signature]
(Secretary)

Business Address
PO Box 1867
Wimberley, TX 78676

Phone Number: 512.393.1582 Fax Number:
Email: mregan@lonestarsitework.com

Date of Qualification to Do Business is 3/05/2012

A Joint Venture

By N/A _____ (SEAL)
(Name)

_____
(Address)

_____
(Signature)

By _____
(Name)

_____
(Address)

_____
(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

_____

_____

_____

_____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

ATTACHMENT A - IFB 2020-B14 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** Lone Star Sitework

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	9.3	STA	$ 200.00	$ 1,860.00
2	0105-6084	REV STAB BASE & ASPH (6-12")	1223	SY	$ 6.90	$ 8,438.70
3	0110-6001	EXCAVATION (ROADWAY)	795	CY	$ 21.78	$ 17,315.10
4	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	80	CY	$ 37.50	$ 3,000.00
5	0150-6002	BLADING	40	HR	$ 140.00	$ 5,600.00
6	0160-6003	FURNISHING AND PLACING TOPSOIL (4")	1500	SY	$ 7.30	$ 10,950.00
7	0164-6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	1500	SY	$ 0.70	$ 1,050.00
8	0164-6029	CELL FBR MLCH SEED(TEMP)(WARM)	1500	SY	$ 0.70	$ 1,050.00
9	0164-6031	CELL FBR MLCH SEED(TEMP)(COOL)	1500	SY	$ 0.70	$ 1,050.00
10	0168-6001	VEGETATIVE WATERING	25	MG	$ 175.00	$ 4,375.00
11	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	1500	SY	$ 1.80	$ 2,700.00
12	0247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FINAL POS)	602	CY	$ 84.00	$ 50,568.00

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2020-B14 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 – US 290 WEST AT HENLY LOOP CONTRACTOR: Lone Star Sitework

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	0310-6001	PRIME COAT (MULTI-OPTION)	480	GAL	$ 5.30	$ 2,544.00
14	3076-6003	D-GR HMA(SQ) TY-B PG64-22	136	TON	$ 211.00	$ 28,696.00
15	3076-6072	D-GR HMA(SQ) TY-D PG76-22	259	TON	$ 159.00	$ 41,181.00
16	0347-6272	TACK COAT	54	GAL	$ 3.00	$ 162.00
17	0432-6002	RIPRAP (CONC)(5 IN)	20	CY	$ 589.00	$ 11,780.00
18	0462-6053	CONC BOX CULV (5 FT X 5 FT) (EXTEND)	10	LF	$ 1,080.00	$ 10,800.00
19	0466-6153	WINGWALL (FW - 0) (HW=6 FT)	1	EA	$ 14,960.00	$ 14,960.00
20	0500-6001	MOBILIZATION	1	LS	$ 44,481.00	$ 44,481.00
21	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	$ 2,000.00	$ 6,000.00
22	0506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	23	LF	$ 48.00	$ 1,104.00
23	0506-6011	ROCK FILTER DAMS (REMOVE)	23	LF	$ 28.00	$ 644.00
24	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY1)	600	SY	$ 25.00	$ 15,000.00

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2020-B14 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP CONTRACTOR: Lone Star Sitework

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
25	0506-6024	CONSTRUCTION EXITS (REMOVE)	600	SY	$ 14.50	$ 8,700.00
26	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	465	LF	$ 4.20	$ 1,953.00
27	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	465	LF	$ 1.20	$ 558.00
28	0506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	67	LF	$ 3.90	$ 261.30
29	0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	67	LF	$ 1.20	$ 80.40
30	0512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	550	LF	$ 76.00	$ 41,800.00
31	0512-6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	550	LF	$ 20.00	$ 11,000.00
32	0512-6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	550	LF	$ 28.00	$ 15,400.00
33	0545-6003	CRASH CUSH ATTEN (MOVE & RESET)	1	EA	$ 3,000.00	$ 3,000.00
34	0545-6005	CRASH CUSH ATTEN (REMOVE)	1	EA	$ 840.00	$ 840.00
35	0545-6019	CRASH CUSH ATTEN (INSTL) (S) (N) (TL3)	1	EA	$ 10,380.00	$ 10,380.00
36	0552-6001	WIRE FENCE (TY A)	350	LF	$ 20.00	$ 7,000.00

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2020-B14 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP CONTRACTOR: Lone Star Sitework

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
37	0644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	6	EA	$ 810.00	$ 4,860.00
38	0644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	2	EA	$ 870.00	$ 1,740.00
39	0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA	$ 890.00	$ 890.00
40	0644-6076	REMOVE SM RD SN SUP&AM	4	EA	$ 120.00	$ 480.00
41	0658-6099	INSTL OM ASSM (OM-2Z)(WFLX)GND	2	EA	$ 70.40	$ 140.80
42	0666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	605	LF	$ 2.05	$ 1,240.25
43	0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	24	LF	$ 17.00	$ 408.00
44	0666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	4	EA	$ 150.00	$ 600.00
45	0666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	4	EA	$ 186.00	$ 744.00
46	0666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	955	LF	$ 1.10	$ 1,050.50
47	0666-6170	REFL PAV MRK TY II (W) 4" (SLD)	1250	LF	$ 0.70	$ 875.00
48	0666-6184	REFL PAV MRK TY II (W) (ARROW)	6	EA	$ 120.00	$ 720.00

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2020-B14 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 – US 290 WEST AT HENLY LOOP CONTRACTOR: Lone Star Sitework

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
49	0666-6192	REFL PAV MRK TY II (W) (WORD)	6	EA	$ 150.00	$ 900.00
50	0672-6007	REFL PAV MRKR TY I-C	32	EA	$ 12.00	$ 384.00
51	0672-6009	REFL PAV MRKR TY II-A-A	22	EA	$ 12.00	$ 264.00
52	0677-6001	ELIM EXT PAV MRK & MRKS (4")	650	LF	$ 2.00	$ 1,300.00
53	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	50	DAY	$ 250.00	$ 12,500.00
54	6185-6002	TMA (STATIONARY)	20	DAY	$ 420.00	$ 8,400.00
55	6185-6002	TMA (MOBILE OPERATION)	2	DAY	$ 2,350.00	$ 4,700.00

TOTAL AMOUNT OF BID

_____ Dollars and_____ Cents $ 428,478.05

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND/OR BEST BID.

Acknowledgment of Addenda
Addendum No. 1: 9/24/2021
Addendum No. 2: _____
Addendum No. 3: _____
Addendum No. 4: _____

Refer to the Technical Specifications section for a description of the specific reference number.

Vendor References

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: Texas Department of Transportation

Address: 125 E 11th St. Austin, Tx 78701

Contact Person and Title: Trevor Johnson, TxDOT Inspector

Phone Number: 512-840-9374

Scope & Duration of Contract: Widening Shoulder and center turn lane with left turn lane Duration: 128 working days

REFERENCE TWO

Company Name: City of San Marcos

Address: 630 E. Hopkins St San Marcos, Tx 78666

Contact Person and Title: Tim Wilson, Project Engineer

Phone Number: 512 393-8141

Scope & Duration of Contract: Pedestrian Intersection Improvements Wonderworld/Hunter Rd. Duration: 160 working days

REFERENCE THREE

Company Name: Texas Department of Transportation

Address: 125 E. 11th St. Austin, Tx 78701

Contact Person and Title: Michael Machacek

Phone Number: 512-731-0227

Scope & Duration of Contract: Concrete Sidewalks, curb, storm Sewer, traffic Signal & paving Duration: 92 workingday

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Lone Star Sitework, LLC
405 Valley Ridge Rd.
Wimberley, TX 78676

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
P.O. BOX 14498
Des Moines, IA 50306
Mailing Address for Notices
Merchants Bonding Company (Mutual)
P.O. BOX 14498
Des Moines, IA 50306

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Hays County
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78667

BOND AMOUNT: **Five Percent of the Greatest Amount Bid** **(5% G.A.B.)**

PROJECT:
(Name, location or address, and Project number, if any)
US 290 WEST AT HENLEY LOOP

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **30th** day of **September** **2021**

(Witness)

Lone Star Sitework, LLC
(Principal) *(Seal)*
By: C Hasslocher
(Title) managing member

(Witness) **Chandler Nazzal**

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*
By:
(Title) **Russ Frenzel** Attorney-in-Fact

S-0054/AS 8/10

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC
2100 FLEUR DRIVE · DES MOINES, IOWA 50321-1158 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

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.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent 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.

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; John A Aboumrad; Keith Rogers; Michael B Hill; Russ Frenzel; Sylvia Thomas; William D Baldwin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of February , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 4th day of February 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Lone Star Stewart, LLC - No relationship

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

No relationship

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/29/21

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certificate of Interested Parties

In 2015, the Texas Legislature adopted **House Bill 1295,** which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor that is awarded a contract or purchase approved by Hays County Commissioner's Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the County. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-807608

Date Filed:
09/29/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lone Star Sitework, LLC
Wimberley, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
CSJ: 0113-07-077, IFB 2021-B09
Intersection Improvements Consisting of: Construct right turn lane on Westbound US 290 at Henly Loop

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Cullen Harrison, and my date of birth is 2/22/1988.

My address is PO Box 1807 (street), Wimberley (city), Tx (state), 78676 (zip code), USA (country).

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

Executed in Hays County, State of Texas, on the 29 day of Sept (month), 2021 (year).

C Harrison

Signature of authorized agent of contracting business entity
(Declarant)

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: C Harrison

PRINT NAME & TITLE: Cullen Harrison, Managing Member

COMPANY NAME: Lone Star Sitework, LLC

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

   Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

   Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

   Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

   Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

   Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

   a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

   b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

   c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays

County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

C Hassan
Signature

9/29/2021
Date

Hays County House Bill 89 Verification

I, Cullen Harrison (Person name), the undersigned representative of Lone Star Sidewalk (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

C Harrison
Signature of Company Representative

9-29-2021
Date

On this 29th day of September 2021, personally appeared Cullen Harrison, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Marla Kessler
Notary Signature

9/29/2021
Date

Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Lone Star Sitework, LLC

Company Name

IFB 2021-B09

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   ✓ Does not own taxable property in Hays County, or;

   ✓ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Lone Star Sitework, LLC
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

C Harrison
Signature of Company Official Authorizing Bid/Offer

Cullen Harrison
Printed Name

Managing Member
Title

Cullen@lonestarsitework.com
Email Address

512 393-1582
Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

No relationship to Hays County Government Employee

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Lone Star Sitework, LLC
Name of Vendor

C Harrison
Signature of Certifying Official

Managing Member
Title of Certifying Official

Cullen Harrison
Printed Name of Certifying Official

9/29/2021
Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;

(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and

(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Lone Star Sitework, LLC
Name of Firm

Signature of Certifying Official

Owner
Title of Certifying Official

Cullen Harrison
Printed Name of Certifying Official

9-29-2021
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Cullen Harrison on this the day of 29th of Sept., 2021, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: 08/30/2022

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

State of Texas Child Support Business Ownership Form

County: Hays

Project Name: US 290 Henly Loop

TxDOT CSJ: 0113-07-077

LG Project Number: _____

Business Entity Submitting Bid: Lone Star Sitework, LLC

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

*Will provide if lowbid"

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Enter Local Government Name. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

C Harrison

Signature

9/29/2021

Date

Cullen Harrison

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ✓ NO _____

Authorized Signature: C Harrison

Printed Name and Title: Cullen Harrison, managing member

Respondent's Tax ID: 45-4521520 Telephone: 503 393 1582

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are
unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ✓ NO_____

Authorized Signature: C Harrison

Printed Name and Title: Cullen Harrison, managing Member

Respondent's Tax ID: 45-4521520 Telephone: 512-393-1582

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

Form SMS.4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:	**County:** Hays	**Contract-CSJ:** 0113 07-077

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
No DBE goal provided					
We will have DBE's being utilized on this project. Will complete if need be.					
				Total	

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor: Lone Star Sitework, LLC		Name/Title (please print):
Address: PO Box 1867, Wimberley, TX		Signature:
Phone:	Fax:	
E-mail:		Date:
DBE:		Name/Title (please print):
Vendor No.:		
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
Subcontractor (if the DBE will be a second tier sub):		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

SAM.GOV®

LONE STAR SITEWORK, LLC

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
023071134	**G8BLCWYP6WT3**	**8R7S9**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Mar 29, 2022**	**Active**
Physical Address	Mailing Address	
405 Valley Ridge RD **Wimberley, Texas 78676-4205** **United States**	**PO Box 1867** **Wimberley, Texas 78676** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 25	**Texas / United States**	**(blank)**
MPIN		
*******2012**		

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 5, 2020	**Sep 30, 2020**	**Sep 30, 2020**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 5, 2012	**Dec 31**

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

September 24, 2021

ADDENDUM #1
IFB 2021-B09 US 290 W – Henly Loop

Please find attached Addendum #1 to **IFB 2021-B09 US 290 W – Henly Loop.** Questions were answered by Hays County and HNTB.

Attachments to this addendum:

- **Updated Construction Schedule**
- **Questions & Answers**
- **Attachment E - Updated Bid Form**
- **Attachment F - Updated Forms: Construction Schedule, Traffic Control Summary Sheet (Sheet 8), Title Sheet with Jerry Borcherding's signature**

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

C Hassler
Signature

Lone Star Sitework LLC — 9/29/2021
Company Name — Date

ADDENDUM #1
IFB 2021-B09 US 290 W – Henly Loop

Updated Construction Schedule:

1. Original Schedule: 185 Calendar Days
2. Updated Schedule: 95 Calendar Days

Questions & Answers:

1. I am checking in on the *above mentioned project.*
   I was just reaching out to ask if I may please have a copy of the most recent addendum and plan holders list for this project.
   - *All questions will be answered in the form of an addendum, after the question deadline per the solicitation.*
   - *A Plan Holder's list can be seen at any time from vendors on BidNet Direct. A plan holders list from Civic Plus will be downloaded after the solicitation ends, as it can change by the minute. The Electronic State Business Daily does not offer a plan holders list.*

2. What is Engineers Estimate on this project?
   - *$360,900*

3. Is there a plan holders list or pre-bid attendees list available?
   - *See question 1*

HAYS COUNTY
PROJECT CONSTRUCTION MANUAL

FOR
US 290 WEST AT HENLY LOOP

CSJ: 0113-07-077

Bid No. IFB 2021-B09

Bid Date: Thursday, September 30, 2021
Bid Time: 3:00 PM

Hays County, Texas
Purchasing Department
712 South Stagecoach Trail, Suite 1071
San Marcos, TX 78667

SEPTEMBER, 2021

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Attachment A – IFB 2021-B09 Bid Form Schedule of Rates and Prices	(Bound Separately)
Attachment B – Geotechnical Report	(Bound Separately)

Attachment C – Disadvantaged Business Enterprise (DBE) Commitment Agreement Form

Attachment D – Plan Drawings (Bound Separately)

Appendices

Appendix A – Quality Assurance Program for Construction Projects

Appendix B – Guide Schedule of Sampling and Testing

Appendix C – AASHTO Accredited Laboratories

SECTION 1
IFB SUBMITTAL CHECKLIST

IFB Submittal Checklist

This checklist is provided for convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

The following forms MUST be returned for the bid/proposal to be considered responsive:

____ 1. Completed Bid Form

____ 2. Completed Schedule of Rates and Prices

____ 3. Vendor References Completed

____ 4. Bid Bond for 5% of total bid amount

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire Completed and Signed

____ 2. Certificate of Interested Parties – Form 1295 filed online with the Texas Ethics Commission and Signed

____ 3. Code of Ethics for Hays County Signed

____ 4. Hays County Practices Related to Historically Underutilized Businesses Signed

____ 5. Hays County House Bill 89 Verification Signed and Notarized

____ 6. Hays County Purchasing Department Senate Bill 252 Certification Signed

____ 7. Vendor/Bidder's Affirmation Completed and Signed

____ 8. Related Party Disclosure Form Completed and Signed

____ 9. Debarment & Licensing Certification Signed and Notarized

____ 10. State of Texas Child Support Business Ownership Form Completed and Signed

____ 11. FHWA 1273 Certification Completed and Signed

____ 12. Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Completed and Signed

____ 13. Disadvantaged Business Enterprise (DBE) CommitYment Agreement Form

____ 14. System for Award Management (www.SAM.gov) Entity Registration Page

____ 15. Any addenda applicable to this solicitation

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct as well as one (1) hard copy delivered to the Hays County Purchasing office OR

____ 2. One (1) original proposal and one (1) digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

SECTION 2
INVITATION FOR BIDS

PUBLIC NOTICE
HAYS COUNTY
INVITATION FOR BIDS

Hays County will be accepting sealed Bids for:

US 290 WEST AT HENLY LOOP, Bid No. IFB 2021-B09

Sealed Bids will be received by Hays County, through either hardcopy at the Purchasing Office, Hays County Government Center, 712 South Stagecoach Trail, Suite 1071, San Marcos, TX 78666 or electronically through www.bidnetdirect.com/hayscounty (the BidNet Direct website) until 3:00 PM local time on THURSDAY, SEPTEMBER 30, 2021 at which time and place the bids will be publicly opened and read. Bids received after the time and date set for submission will be returned unopened.

DETAIL SUMMARY

Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666 Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the websites: www.bidnetdirect.com/hayscounty, http://www.txsmartbuy.com/sp, https://www.sanmarcostx.gov/Bids.aspx
Responses to Solicitation:	Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope: One (1) original and one (1) digital copy on a thumb drive OR Electronic Bid Packets can be submitted through BidNet Direct, as well as one (1) hard copy delivered to Hays County Purchasing Department.
Deadline for Responses:	In issuing office or submitted to BidNet Direct no later than: **THURSDAY, SEPTEMBER 30, 2021; 3:00 PM, Central Time (CT)** Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be accepted.
Pre-Bid Meeting:	**A non-mandatory Virtual Pre-Bid Conference will be held on WEDNESDAY, SEPTEMBER 15, 2021 at 2:00 PM through Microsoft Teams.** See link: Join Microsoft Teams Meeting or contact purchasing@co.hays.tx.us for a calendar appointment.
Bonding Requirements:	Bid Bond in the amount not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company or in the form of a certified or cashier's check, must accompany each bid as a guarantee that the successful bidder will enter into a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor. Performance and Payment Bonds (100% of Contract Price) will be required as stated in the bidding documents.

Other Requirements:	To submit Proposals for this Contract, prospective bidder shall, on THURSDAY, SEPTEMBER 22, 2021, meet the following requirements: (1) be qualified via "Confidential Questionnaire" by the Texas Department of Transportation (TxDOT) for bidding on State projects or within the 90 day grace period for the preparation of a new qualification statement, or have submitted the Confidential Questionnaire and have it on file with TxDOT at least 14 days before the date proposals are to be opened; (2) not on the TxDOT list of currently debarred/sanctioned contractors; and (3) provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts. (4) SYSTEM FOR AWARD MANAGEMENT (SAM): Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in SAM. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record on THURSDAY, SEPTEMBER 30, 2021. (5) Attachment D: DBE Commitment Agreement Form must be filled out and submitted with bid.
Initial Contract Term:	185 calendar days
Optional Contract Terms:	None.
Designated Contact:	Hays County Purchasing Department Email: purchasing@co.hays.tx.us
Questions & Answers:	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than **WEDNESDAY, SEPTEMBER 22, 2021 at 5:00 PM**, CT. Telephone inquiries will not be accepted. Questions will be accepted in writing to purchasing@co.hays.tx.us. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on BidNet Direct and ESBD websites.
Addenda	Any interpretations, corrections or changes to this IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with bid submission.
Contact with County Staff:	Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction

	does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

September 9, 2021	**Issuance of IFB**
September 15, 2021	**Pre-Bid Meeting Online (2:00 AM/PM, CT)**
September 22, 2021	**Deadline for Submission of Questions (5:00 PM, CT)**
September 30, 2021	**Deadline for Submission of Bids (3:00 PM, CT)** **Late bids will not be accepted**
Fall, 2021	**Anticipated Contract Award Date**

SECTION 3
BID INSTRUCTIONS / REQUIREMENTS

BID INSTRUCTIONS / REQUIREMENTS

THE CONTRACT BID INSTRUCTION SHALL BE AS SET FORTH IN SECTION 13 TECHNICAL SPECIFICATIONS.

SECTION 4
BID FORM /
SCHEDULE OF RATES AND PRICES /
CONFLICT OF INTEREST QUESTIONNAIRE /
CERTIFICATE OF INTEREST PARTIES /
CODE OF ETHICS FOR HAYS COUNTY /
HAYS COUNTY PRACTICES RELATED TO HISTORICALLY UNDERUTILIZED BUSINESSES /
HAYS COUNTY HOUSE BILL 89 VERIFICATION /
HAYS COUNTY PURCHASING DEPARTMENT SENATE BILL 252 CERTIFICATION /
VENDOR REFERENCES /
VENDOR/BIDDER'S AFFIRMATION /
RELATED PARTY DISCLOSURE FORM /
DEBARMENT AND LICENSING CERTIFICATION /
CHILD SUPPORT STATEMENT /
STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM /
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273) /
FHWA 1273 CERTIFICATION /
APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2021-B09 US 290 West at Henly Loop

THIS BID IS SUBMITTED TO:

Electronically: Bid Packets can be submitted through BidNet Direct: www.bidnetdirect.com/hayscounty,

Manually:
Hays County Purchasing Department
Attn: Stephanie Hunt
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation for Bids and Bid Instructions/Requirements, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within 185 calendar days from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

_____

_____

_____

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON _____, 20___.

State Contractor License Number _____

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____
Business address: _____

_____
Phone Number: _____ Fax Number: _____
Email: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

_____
(Signature)

Business address:

_____

_____

_____

Phone Number: _____ Fax Number: _____
Email: _____

A Corporation

By _____ (SEAL)
(Corporate Name)

_____
(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

_____
(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

_____

_____

_____

Phone Number: _____ Fax Number: _____

Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By _____ (SEAL)
(Name)

_____
(Address)

_____
(Signature)

By _____
(Name)

_____
(Address)

_____
(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

_____

_____

_____

_____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

ATTACHMENT A - IFB 2021-B09 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	9.3	STA		$ -
2	0105-6084	REV STAB BASE & ASPH (6-12")	1223	SY		$ -
3	0110-6001	EXCAVATION (ROADWAY)	795	CY		$ -
4	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	80	CY		$ -
5	0150-6002	BLADING	40	HR		$ -
6	0160-6003	FURNISHING AND PLACING TOPSOIL (4")	1500	SY		$ -
7	0164-6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	1500	SY		$ -
8	0164-6029	CELL FBR MLCH SEED(TEMP)(WARM)	1500	SY		$ -
9	0164-6031	CELL FBR MLCH SEED(TEMP)(COOL)	1500	SY		$ -
10	0168-6001	VEGETATIVE WATERING	25	MG		$ -
11	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	1500	SY		$ -
12	0247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FINAL POS)	602	CY		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2021-B09 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	0310-6001	PRIME COAT (MULTI-OPTION)	480	GAL		$ -
14	3076-6003	D-GR HMA(SQ) TY-B PG64-22	136	TON		$ -
15	3076-6072	D-GR HMA(SQ) TY-D PG76-22	259	TON		$ -
16	0347-6272	TACK COAT	54	GAL		$ -
17	0432-6002	RIPRAP (CONC)(5 IN)	20	CY		$ -
18	0462-6053	CONC BOX CULV (5 FT X 5 FT) (EXTEND)	10	LF		$ -
19	0466-6153	WINGWALL (FW - 0) (HW=6 FT)	1	EA		$ -
20	0500-6001	MOBILIZATION	1	LS		$ -
21	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO		$ -
22	0506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	23	LF		$ -
23	0506-6011	ROCK FILTER DAMS (REMOVE)	23	LF		$ -
24	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY1)	600	SY		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2021-B09 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
25	0506-6024	CONSTRUCTION EXITS (REMOVE)	600	SY		$ -
26	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	465	LF		$ -
27	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	465	LF		$ -
28	0506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	67	LF		$ -
29	0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	67	LF		$ -
30	0512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	550	LF		$ -
31	0512-6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	550	LF		$ -
32	0512-6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	550	LF		$ -
33	0545-6003	CRASH CUSH ATTEN (MOVE & RESET)	1	EA		$ -
34	0545-6005	CRASH CUSH ATTEN (REMOVE)	1	EA		$ -
35	0545-6019	CRASH CUSH ATTEN (INSTL) (S) (N) (TL3)	1	EA		$ -
36	0552-6001	WIRE FENCE (TY A)	350	LF		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2021-B09 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
37	0644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	6	EA		$ -
38	0644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	2	EA		$ -
39	0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA		$ -
40	0644-6076	REMOVE SM RD SN SUP&AM	4	EA		$ -
41	0658-6099	INSTL OM ASSM (OM-2Z)(WFLX)GND	2	EA		$ -
42	0666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	605	LF		$ -
43	0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	24	LF		$ -
44	0666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	4	EA		$ -
45	0666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	4	EA		$ -
46	0666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	955	LF		$ -
47	0666-6170	REFL PAV MRK TY II (W) 4" (SLD)	1250	LF		$ -
48	0666-6184	REFL PAV MRK TY II (W) (ARROW)	6	EA		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2021-B09 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
49	0666-6192	REFL PAV MRK TY II (W) (WORD)	6	EA		$ -
50	0672-6007	REFL PAV MRKR TY I-C	32	EA		$ -
51	0672-6009	REFL PAV MRKR TY II-A-A	22	EA		$ -
52	0677-6001	ELIM EXT PAV MRK & MRKS (4")	650	LF		$ -
53	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	120	DAY		$ -
54	6185-6002	TMA (STATIONARY)	20	DAY		$ -
55	6185-6002	TMA (MOBILE OPERATION)	2	DAY		$ -

TOTAL AMOUNT OF BID

_____ Dollars and_____ Cents $ _____ -

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND/OR BEST BID.

Acknowledgment of Addenda
Addendum No. 1: _____
Addendum No. 2: _____
Addendum No. 3: _____
Addendum No. 4: _____

Refer to the Technical Specifications section for a description of the specific reference number.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certificate of Interested Parties

In 2015, the Texas Legislature adopted **House Bill 1295,** which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor that is awarded a contract or purchase approved by Hays County Commissioner's Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the County. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays

County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Signature

_____

Date

Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

Vendor References

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;

(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and

(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas

My commission expires: _____

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

State of Texas Child Support Business Ownership Form

County: _____ Project Name: _____

TxDOT CSJ: _____ LG Project Number: _____

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Enter Local Government Name. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are
unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

SECTION 5
STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and _____ (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. IFB 2021-B09 – US 290 at Henly Loop

Article 2. Engineer of Record

The Project has been designed by FSC, INC, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 185 calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES_____ $_____(dollars)
(insert words)

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers _____ to _____, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract).

COUNTY_____

By:_____
Ruben Becerra,
Hays County Judge

Attest_____

CONTRACTOR_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest_____

SECTION 6
WAGE RATES

Texas Department of Transportation

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statue and listed in the United States Department of Labor's (USDOL) General Decisions dated **01-01-2021** and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-01-2021.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20210002)	ZONE TX03 *(TX20210003)	ZONE TX04 *(TX20210004)	ZONE TX05 *(TX20210005)	ZONE TX06 *(TX20210006)	ZONE TX07 *(TX20210007)	ZONE TX08 *(TX20210008)	ZONE TX24 *(TX20210024)	ZONE TX25 *(TX20210025)	ZONE TX27 *(TX20210027)	ZONE TX28 *(TX20210028)	ZONE TX29 *(TX20210029)	ZONE TX30 *(TX202210030)	ZONE TX37 *(TX20210037)	ZONE TX38 *(TX20210038)	ZONE TX42 *(TX20210042)
1428	Agricultural Tractor Operator						$12.69					$12.35			$11.75		
1300	Asphalt Distributor Operator	$14.87	$13.48	$13.88	$15.72	$15.58	$15.55	$15.72	$13.28	$15.32	$15.62	$14.36	$14.25	$14.03	$13.75	$14.06	$14.40
1303	Asphalt Paving Machine Operator	$13.40	$12.25	$12.35	$13.87	$14.05	$14.36	$14.20	$13.26	$13.99	$14.68	$12.92	$13.44	$12.53	$14.00	$14.32	$12.99
1106	Asphalt Raker	$12.28	$10.61	$12.02	$14.21	$11.65	$12.12	$11.64	$11.44	$12.69	$12.05	$11.34	$11.67	$11.40	$12.59	$12.36	$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	$11.21	$10.33	$10.08	$11.99		$11.04	$11.62		$11.74	$11.41	$10.30		$10.23	$10.60	$12.68	$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	$13.55	$12.46	$13.16	$12.85	$12.64	$12.56	$12.77	$12.44	$14.12	$13.04	$13.38	$12.64	$12.80	$12.79	$12.98	$13.32
1318	Concrete Pavement Finishing Machine Operator				$16.05		$15.48			$16.05		$19.31				$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											$16.34				$11.71	
1333	Concrete Saw Operator				$14.67					$14.48	$17.33					$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				$18.22		$18.36			$18.12	$18.04	$20.21			$18.63	$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	$16.82	$14.39	$13.85	$17.27		$15.87			$17.27		$14.67			$16.42	$14.97	$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				$20.52		$19.38			$20.52		$17.49			$25.13	$15.80	
1306	Crawler Tractor Operator	$13.96	$16.63	$13.62	$14.26		$15.67			$14.07	$13.15	$13.38			$14.60	$13.68	$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						$11.67										
1445	Directional Drilling Operator				$20.32		$17.24										
1139	Electrician	$20.96		$19.87	$19.80		$26.35		$20.27	$19.80		$20.92				$27.11	$19.87
1347	Excavator Operator, 50,000 pounds or less	$13.46	$12.56	$13.67	$17.19		$12.88	$14.38	$13.49	$17.19		$13.88			$14.09	$12.71	$14.42
1348	Excavator Operator, Over 50,000 pounds		$15.23	$13.52	$17.04		$17.71			$16.99	$18.80	$16.22				$14.53	$13.52
1150	Flagger	$9.30	$9.10	$8.50	$10.28	$8.81	$9.45	$8.70		$10.06	$9.71	$9.03	$8.81	$9.08	$9.90	$10.33	$8.10
1151	Form Builder/Setter, Structures	$13.52	$12.30	$13.38	$12.91	$12.71	$12.87	$12.38	$12.26	$13.84	$12.98	$13.07	$13.61	$12.82	$14.73	$12.23	$12.25
1160	Form Setter, Paving & Curb	$12.36	$12.16	$13.93	$11.83	$10.71	$12.94			$13.16	$12.54	$11.33	$10.69		$13.33	$12.34	$13.93
1360	Foundation Drill Operator, Crawler Mounted				$17.99					$17.99						$17.43	
1363	Foundation Drill Operator, Truck Mounted		$16.86	$22.05	$21.51		$16.93			$21.07	$20.20	$20.76		$17.54	$21.39	$15.89	$22.05
1369	Front End Loader Operator, 3 CY or Less	$12.28	$13.49	$13.40	$13.85		$13.04	$13.15	$13.29	$13.69	$12.64	$12.89			$13.51	$13.32	$12.17
1372	Front End Loader Operator, Over 3 CY	$12.77	$13.69	$12.33	$14.96		$13.21	$12.86	$13.57	$14.72	$13.75	$12.32			$13.19	$13.17	$13.02
1329	Joint Sealer																
1172	Laborer, Common	$10.30	$9.86	$10.08	$10.51	$10.71	$10.50	$10.24	$10.58	$10.72	$10.45	$10.30	$10.25	$10.03	$10.54	$11.02	$10.15
1175	Laborer, Utility	$11.80	$11.53	$12.70	$12.17	$11.81	$12.27	$12.11	$11.33	$12.32	$11.80	$11.53	$11.23	$11.50	$11.95	$11.73	$12.37

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20210002)	ZONE TX03 *(TX20210003)	ZONE TX04 *(TX20210004)	ZONE TX05 *(TX20210005)	ZONE TX06 *(TX20210006)	ZONE TX07 *(TX20210007)	ZONE TX08 *(TX20210008)	ZONE TX24 *(TX20210024)	ZONE TX25 *(TX20210025)	ZONE TX27 *(TX20210027)	ZONE TX28 *(TX20210028)	ZONE TX29 *(TX20210029)	ZONE TX30 *(TX202210030)	ZONE TX37 *(TX20210037)	ZONE TX38 *(TX20210038)	ZONE TX42 *(TX20210042)
1346	Loader/Backhoe Operator	$14.18	$12.77	$12.97	$15.68		$14.12			$15.18	$13.58	$12.87		$13.21	$14.13	$14.29	$12.90
1187	Mechanic	$20.14	$15.47	$17.47	$17.74	$17.00	$17.10			$17.68	$18.94	$18.58	$17.00	$16.61	$18.46	$16.96	$17.47
1380	Milling Machine Operator	$15.54	$14.64	$12.22	$14.29		$14.18			$14.32	$14.35	$12.86			$14.75	$13.53	$12.80
1390	Motor Grader Operator, Fine Grade	$17.49	$16.52	$16.88	$17.12	$18.37	$18.51	$16.69	$16.13	$17.19	$18.35	$17.07	$17.74	$17.47	$17.08	$15.69	$20.01
1393	Motor Grader Operator, Rough	$16.15	$14.62	$15.83	$16.20	$17.07	$14.63	$18.50		$16.02	$16.44	$15.12	$16.85	$14.47	$17.39	$14.23	$15.53
1413	Off Road Hauler			$10.08	$12.26		$11.88			$12.25		$12.23			$13.00	$14.60	
1196	Painter, Structures					$21.29	$18.34						$21.29			$18.62	
1396	Pavement Marking Machine Operator	$16.42		$13.10	$13.55		$19.17	$12.01		$13.63	$14.60	$13.17		$16.65	$10.54	$11.18	$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															$14.95	
1205	Pipelayer		$11.87	$14.64	$13.17	$11.17	$12.79		$11.37	$13.24	$12.66	$13.24	$11.17	$11.67		$12.12	$14.64
1384	Reclaimer/Pulverizer Operator	$12.85			$11.90		$12.88			$11.01		$10.46					
1500	Reinforcing Steel Worker	$13.50	$14.07	$17.53	$16.17		$14.00			$16.18	$12.74	$15.83		$17.10		$15.15	$17.72
1402	Roller Operator, Asphalt	$10.95		$11.96	$13.29		$12.78	$11.61		$13.08	$12.36	$11.68			$11.71	$11.95	$11.50
1405	Roller Operator, Other	$10.36		$10.44	$11.82		$10.50	$11.64		$11.51	$10.59	$10.30		$12.04	$12.85	$11.57	$10.66
1411	Scraper Operator	$10.61	$11.07	$10.85	$12.88		$12.27		$11.12	$12.96	$11.88	$12.43		$11.22	$13.95	$13.47	$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	$13.98	$12.34	$14.11	$14.74		$14.51	$15.56	$13.44	$14.58	$14.31	$13.83		$12.43	$13.72	$13.97	$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									$15.96							
1515	Spreader Box Operator	$12.60		$13.12	$14.71		$14.04			$14.73	$13.84	$13.68		$13.45	$11.83	$13.58	$14.05
1705	Structural Steel Welder															$12.85	
1509	Structural Steel Worker						$19.29									$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						$16.00										
1440	Trenching Machine Operator, Heavy						$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	$14.46	$13.63	$13.41	$15.00	$15.93	$15.66			$16.24	$16.39	$14.30	$16.62	$15.63	$14.28	$16.03	$13.41
1612	Truck Driver Transit-Mix				$14.14					$14.14							
1600	Truck Driver, Single Axle	$12.74	$10.82	$10.75	$13.04	$11.61	$11.79	$13.53	$13.16	$12.31	$13.40	$10.30	$11.61		$11.97	$11.46	$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	$11.33	$14.53	$11.95	$12.95		$11.68		$14.06	$12.62	$11.45	$12.28		$13.08	$11.68	$11.48	$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	$12.49	$12.12	$12.50	$13.42		$12.81	$13.16		$12.86	$16.22	$12.50			$13.80	$12.27	$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		$14.02		$14.86		$15.97		$13.74	$14.84					$13.78		
1520	Work Zone Barricade Servicer	$10.30	$12.88	$11.46	$11.70	$11.57	$11.85	$10.77		$11.68	$12.20	$11.22	$11.51	$12.96	$10.54	$11.67	$11.76

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Nolan	37	Wharton	27
Cottle	37	Hudspeth	8	Nueces	29	Wheeler	37
Crane	37	Hunt	25	Ochiltree	37	Wichita	5
Crockett	8	Hutchinson	37	Oldham	37	Wilbarger	37
Crosby	2	Irion	2	Orange	38	Willacy	30
Culberson	8	Jack	28	Palo Pinto	28	Williamson	7
Dallam	37	Jackson	27	Panola	28	Wilson	7
Dallas	25	Jasper	28	Parker	25	Winkler	37
Dawson	37	Jeff Davis	8	Parmer	37	Wise	25
Deaf Smith	37	Jefferson	38	Pecos	8	Wood	28
Delta	25	Jim Hogg	30	Polk	28	Yoakum	37
Denton	25	Jim Wells	27	Potter	2	Young	37
DeWitt	27	Johnson	25	Presidio	8	Zapata	30
Dickens	37	Jones	25	Rains	28	Zavala	30
Dimmit	30			Randall	2		

SECTION 7
PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of _____, and State of _____, as principal, and

_____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Hays County (County), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the _____day of _____, 20_____(the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
PRINCIPAL	SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
NAME & TITLE	NAME & TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
(_____)_____	(_____)_____
PHONE NUMBER	PHONE NUMBER

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____	_____
PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

****

I,_____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

SECTION 8
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of _____, and State of _____, as Principal (hereinafter referred to as the "Principal"), and

_____
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hays County, (hereinafter referred to as the "County"), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the _____ day of _____, 20_____, to _____

_____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
PRINCIPAL	SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
NAME & TITLE	NAME & TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
(_____) _____	(_____) _____
PHONE NUMBER	PHONE NUMBER

The name and address of the Resident Agency of Surety is:

_____

_____

(_____) _____	_____
PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

SECTION 9
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

TO: DATE:_____

_____ Project No.:_____
(COUNTY)

_____ Type of _____

_____ Project:_____
(ADDRESS)

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

TYPE OF INSURANCE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY	
Workmen's Compensation					
				1 Person	$
Public Liability				1 Accident	$
Contingent				1 Person	$
Liability				1 Accident	$
Property Damage					
Builder's Risk					
Automobile					
Other					

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Descriptions of Operations Covered:_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____
(Name of Insurer)

By:_____

Phone No. (___) _____ Title:_____

SECTION 10
GENERAL CONDITIONS

General Conditions

THE CONTRACT GENERAL CONDITIONS SHALL BE AS SET FORTH IN THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014, INCLUSIVE OF ITEMS 1L – 9L GENERAL REQUIRMENTS AND COVENANTS, AND APPLICABLE SPECIAL PROVISIONS (SEE SECTION 13 TECHNICAL SPECIFICATIONS).

SECTION 11
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SPECIAL CONDITIONS

I. County

Hays County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department	County Engineer
Hays County	Hays County
712 South Stagecoach Trl, Ste 1071	2171 Yarrington Road
San Marcos, TX 78666	San Marcos, TX 78667

II. Program Manager

HNTB Corporation is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

III. General Engineering Consultant (GEC)

HNTB Corporation is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

IV. The Construction Inspector

BGE is the "Construction Inspector" referred to herein and in the Contract Documents. The Construction Inspector will be responsible for performing construction engineering and inspection services on the Project.

V. Engineer of Record

FSC, INC is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the " Engineer of Record" in Article 2 of the "Standard Form of Contract" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

VI. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor

and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	$1,000,000
Operations Aggregate	$1,000,000
Personal and Advertising Injury	$600,000
Each Occurrence	$600,000
Fire Damage (any one fire)	$50,000
Medical Expense (any one person)	$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance

coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the County, the Program Manager/GEC, the County's Representatives, the Construction Inspector and the Engineer of Record as an additional insured to all applicable coverage;
(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
(3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
(4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
(5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
(6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor agrees to the following:
(1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
(2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

(3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and

(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

VII. Record ("As-Built") Drawings

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Inspector one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

VIII. Limit of Financial Resources

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and

Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Inspector.

X. State Sales Tax

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

> The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of the Contract, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Specification 000-HC01 per calendar day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **185** calendar days. This separate time period shall be for completion of the Punch List, as set forth in Item 5L Control of Work of the Contract, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth in Special Provision 008-HC01 under Article 8.7, Default of Contract. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor’s expense.

The Contractor shall coordinate with design engineer to identify all necessary elements for station development as well as identify the trees, shrubs, and grass areas designated to remain within the construction limits to prevent damage to these items.

XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

XIV. Maintenance Bond Term & Amount - OMITTED

No Maintenance Bond is required.

XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

(a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
(b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.
(c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.
(d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the

Project construction. Upon completion of construction and before the Construction Inspector issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Inspector shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Inspector a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

The Contractor shall coordinate with other contractors working in the area.

XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Inspector.

The Construction Inspector shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

XXII. Roadway Signs

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

XXIII. Project Signs

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Hays County / TxDOT Partnership Program with the Hays County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Hays County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". Proofs of sign shall be submitted to the Inspector for approval prior to fabrication.

XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

XXV. Landscape Restoration

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

XXVI. Existing Fencing

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

XXVII. Easements

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

XXVIII. Limits of Contractor's Operation

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

XXIX. Maintenance of Pedestrian Walkways

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

XXX. Spoil

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Inspector. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

XXXI. Materials Testing

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Inspector in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A. The cost of such tests will be incurred by the County and coordinated by the Construction Inspector through funds made available to the Construction Inspector

under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Inspector shall furnish for review by the GEC, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Inspector will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of inspection staffing, materials handling and construction procedures, calibration and maintenance of equipment, production process control, and testing deemed necessary to assure quality as specified by the Contract Documents.

XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

XXXIII. Weight Tickets

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Inspector, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above

existing grade level to determine cross section area in square inches. Assessment for damage will be $27.00 per square inch.

Shrubs and Grass Areas: An initial fine of $1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of $8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Inspector shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

(1) Compaction of root area by equipment, vehicles or material storage;
(2) Trunk damage by moving equipment material storage, nailing or bolting;
(3) Strangling by tying ropes or guy wires to trunks or large branches;
(4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
(5) Cutting of roots by excavating or ditching;
(6) Damage of branches by improper pruning;
(7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
(8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
(9) Do not cut roots 1-1/2” in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

(1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
(2) Pruning will be performed by County.

XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

(1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
(2) Assure coordination of the efforts of the Contractor, County, Program Manager/GEC, Construction Inspector, utilities and others that may be involved in the Project;
(3) Assist the Contractor, County, Program Manager/GEC and Construction Inspector in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
(4) Assist the County, Program Manager/GEC and Construction Inspector in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

(1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Inspector or Program Manager/GEC.

(2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager/GEC, or Construction Inspector; concise description of the Work represented by the activity; and activity durations

in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager/GEC or Construction Inspector. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project’s completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule on diskette or CD-ROM.

The schedule shall encompass the time from the start of the Contract Time to the

Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

(3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Inspector or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

(4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Inspector or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:

a) Electronic copy of the updated schedule including revisions and changes on diskette or CD-ROM or other storage media.
b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.

(5) Project Schedule Revisions. If the Contractor desires to make major changes in the

Project Schedule, the Contractor shall notify the County or Construction Inspector in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Inspector.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

(6) Time Impact Analysis. The Contractor shall notify the County or Construction Inspector when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Inspector by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Inspector a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any

changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Inspector the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Inspector may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Inspector or Program Manager/GEC shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

XXXVIII. Work Near Railroads

(A) General.

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing

work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

SECTION 12
GENERAL NOTES

GENERAL NOTES: Version: March 10, 2021

Item	Description	**Rate
**204	**Sprinkling**	
	(Dust)	30 GAL/CY
	(Item 132)	30 GAL/CY
	(Item 247)	30 GAL/CY
**210	**Rolling (Flat Wheel)**	
	(Item 247)	1 HR/200 TON
	(Item 316)	1 HR/6000 SY
**210	**Rolling (Tamping and Heavy Tamping)**	1 HR/200 CY
**210	**Rolling (Lt Pneumatic Tire)**	
	(Item 132)	1 HR/500 CY
	(Item 247)	1 HR/200 TON
	(Item 316 - Seal Coat)	1 HR/6000 SY
	(Item 316 - Two Course)	1 HR/3000 SY
247	**Flexible Base (CMP IN PLC)**	132 LB/CF
310	**Prime Coat**	0.20 GAL/SY
314	**Emulsified Asphalt Treatment (SS-1 or MS-2)**	0.30 GAL/SY
316	**Underseals Asphalts (Multi Option)**	0.20 GAL/SY
	Surface Treatments	
	Seal Coat	
	Grade 4	
	Asphalt	0.38 GAL/SY
	Aggregate	1 CY/120 SY
	Grade 5	
	Asphalt	0.32 GAL/SY
	Aggregate	1 CY/150 SY
	Two Course Surface Treatment	
	Asphalt 1st Application	0.28 GAL/SY
	Asphalt 2nd Application	0.24 GAL/SY
	Aggregate 1st Application Grade 4	1 CY/110 SY
	Aggregate 2nd Application Grade 4	1 CY/130 SY
340/3078,341/3076, 344/3077	**Dense-Graded Hot-Mix Asphalt and Superpave**	110 LB/SY/IN
342/3079	**Permeable Friction Course (PFC)**	
	Aggregate	84.6 LB/SY/IN
	Asphalt	5.4 LB/SY/IN
346/3080	**Stone-Matrix Asphalt**	113 LB/SY/IN
347/3081	**Thin Overlay Mixtures (TOM) - Surface**	
	Asphalt	7.0 LB/SY/IN
	Aggregate (SAC B)	106.0 LB/SY/IN
	Aggregate (SAC A)	109.0LB/SY/IN
350	**Microsurfacing**	25 LB/SY
3066/3084	**Bonding Course**	0.09 GAL/SY
3067/3085	**UnderSeal Course**	0.20 GAL/SY
	Tack Coat	0.08 GAL/SY

** For Informational Purposes Only

GENERAL

Contractor questions on this project are to be addressed to Hays County Purchasing via email purchasing@co.hays.tx.us. Contractor questions will be accepted through email only.

Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

ITEM 2 – INSTRUCTIONS TO BIDDERS
This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the Contract at locations that have not yet been determined.

ITEM 5 – CONTROL OF THE WORK

Place construction stakes at intervals of no more than 100 ft. This work is subsidiary.

Provide a 72 hour advance email notice to AUS_Locate@TxDOT.gov to request illumination, traffic signal, ITS, or toll equipment utility locates. Provide AUS_Locate@TxDOT.gov an electronic pdf of as-builts within 21 calendar days of illumination, traffic signal, ITS, or toll equipment being placed into operation. As-built shall include GPS coordinates of manholes and junction boxes. Include final version of RFI's and revised plan sheets.

Electronic Shop Drawing Submittals:
Submit electronic shop drawing submittals to the Engineer.

Cooperating with Joint Bid Utilities
The Engineer will designate a utility inspector at the pre-construction meeting. All durations exclude utility owner holidays.

Provide a complete package of information for all resubmittals. Submit each item and individual components of that item under separate cover.

Prior to submitting a RFI, meet and discuss with TxDOT and the utility inspector. Include a proposed solution, existing and proposed line elevations, and redline of proposed changes with the RFI. Make note of adjacent utilities in the RFI if it includes relocation of a line. Submit RFIs via email to Hays County and the utility inspector.

Complete pre-testing and have the utility inspector verify prior to formal testing and inspection. Submit email to Hays County and the utility inspector requesting a formal test and inspection 14 calendar days before the test date. Pay retest fees directly to utility owner at current rates.

Submit an email to the utility inspector identifying the lines, valves, location, and date of shut offs or limited service 21 calendar days before for all lines and 60 calendar days before for water lines 24 in. or greater. The utility owner will conduct a test shut off before actual shut off. Do not shut off power or water lines 24 in. or greater between June 1st and August 31st. Provide a verbal notification 7 calendar days and written notification 72 hours before impact to service to all customers.

Provide an electronic pdf of as-builts within 28 calendar days of a line becoming active. Include GPS coordinates of items not installed per original plans including meters, manholes, valves, bends, and fire hydrant locations in the as-builts. Include limits of encasements such as steel and flowable fill. Include final version of RFI's and revised plan sheets.

Alignment and Profile
Unless shown in the plans, profile and alignment data for roadways being overlaid or widened are for design verification only. Provide survey and construct the roadway in accordance with the typical section. Bid items and data may be provided to adjust cross slope and super elevations.

ITEM 6 - CONTROL OF MATERIALS
Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

For structures with paint containing hazardous materials, provide locations of paint removal 60 days prior to begin removal.

For removal, tie, or tap of asbestos concrete (AC) pipe, contact TxDOT and the local utility company 60 days prior to performing the work. Expose the AC pipe to provide a minimum of 1 ft. of clearance around the top and sides. A minimal amount of soil may remain around the AC pipe to avoid disturbance. The local utility company will be responsible for the demo notice to DSHS and removal of the AC pipe. Tie or tap into existing AC pipe may require removing an entire section of pipe from collar to collar and replacement of pipe with new pipe using existing bid items.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES
TxDOT will coordinate with TDLR regarding pedestrian elements and sidewalks. The contractor will procure and provide all permits, licenses, and inspections; pay all charges, fees, and taxes regarding TDLR rules governing industrialized housing and buildings.

Roadway closures during key dates and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.
Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

PSL in Edwards Aquifer Recharge and Contributing Zone.
Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

PSL in USACE Jurisdictional Area.
Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
    a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
    b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;

c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.

2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
   a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
   b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

Migratory Birds and Bats.
Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

Tree and Brush Trimming and Removal.
Work will be conducted September 16 thru February 28. Work conducted outside this timeframe will require a bird survey. Submit a survey request to TxDOT 30 business days prior to begin work.

No extension of time or compensation will be granted for a delay or suspension due to the above bird, bat and tree/brush requirements.

Law Enforcement Personnel.
Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of $70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officers governing authority.

Back Up Alarm.
For hours 9 P to 5 A, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hotmix or seal coat operations. This is subsidiary.

ITEM 8 – PROSECUTION AND PROGRESS
Electronic versions of schedules will be saved in Primavera P6 format.
Working days will be charged in accordance with 8.3.1.4, "Standard Workweek."

ITEM 100 - PREPARING RIGHT OF WAY
Prep ROW must not begin until accessible trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed in accessible areas.

Backfill material will be Type B Embankment using ordinary compaction.

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush.

Unless shown otherwise in the plans or a designated non-mow area, perform trimming or removal for areas within 30 ft. of edge of pavement under construction. Trim or remove to provide minimum of 5 ft. of horizontal clearance and 7 ft. of vertical clearance for the following: sidewalks, paths, guard fence, rails, signs, object markers, and structures. Trim to provide a minimum of 14 ft. vertical clearance under all trees. This work is subsidiary.

ITEM 110 – EXCAVATION
The Engineer will define unsuitable material.

ITEM 132 – ALL EMBANKMENT
At no time will the retaining wall backfill material exceed the adjacent embankment operation by more than one lift. At no time will the embankment adjacent to the retaining wall backfill exceed the wall backfill by any elevation. Embankment placed over the area of MSE backfill must meet the same backfill requirements for the type specified under Item 423.

The Engineer will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4., "Compaction Methods." The material will not be placed vertically within 5 ft. of the finished subgrade elevation.

Embankment placed vertically within 5 ft. of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

ITEM 132 – EMBANKMENT TY C

Do not furnish shale clays. The Engineer must approve the embankment material before use on the project. Existing material from within the project limits or approved by the engineer may be used vertically beyond 5 ft. of the finished subgrade elevation or beyond the edge of the subgrade.
Furnish embankment with sulfate content less than 3000 ppm if treated with calcium-based chemicals or within 5 ft. of the finished subgrade elevation.

TY C Requirements

Percent Passing 3"	LL Max	PI Max	PI Min
100	55	20	6

TY C1 and C2 Requirements

Description	Percent Retained					LL Max	PI Max	PI Min
	3"	1 3/4"	3/8"	#4	#40			
Embankment (Ordinary) (TY C1)	0	0-10	-	45-75	60-85	45	20	6
Embankment (Ordinary) (TY C2)	-	-	0	30-75	50-85	55	25	8

ITEM 160 - TOPSOIL

Off-site topsoil will have a minimum PI of 25.

No Sandy Loam allowed.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources. Construct topsoil stockpiles of no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way, as directed.

Seed or track slopes within 14 days of placement.

Salvage topsoil from sites of excavation and embankment. Maximum salvage depth is 6 inches.

Windrowing of topsoil obtained from the Right of Way (ROW) is not allowed.

ITEM 161 - COMPOST
Furnish and install a 4 inches layer of Compost Manufactured Topsoil (CMT) (BOS, BIP, or PB). Maximum salvage depth is 3 inches.

ITEM 168 – VEGETATIVE WATERING
Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

ITEM 247 - FLEXIBLE BASE
The lift thickness will be 4" to 6" unless shown in the plans. When compacted in multiple lifts, the density of the bottom and middle lifts will be 95% and 98% of the maximum dry density, respectively.

Correction of subgrade soft spots is subsidiary.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.
Do not use a vibratory roller to compact the material directly over a box culvert.

ITEM 316 – SEAL COAT
Ensure that all underseals are covered by HMACP before exposing to traffic for roadways listed in Table 1 of Item 502 or ADT greater than 5,000.

Aggregates (Multi Option) for seal coats not exposed to traffic and underseals shall be Type E, PA, PB, A or B. The Grade shall range between 4 and 5.

Use a medium pneumatic roller in accordance with Item 210.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Remove and dispose of off the ROW the audible/profile markings, reflectorized markings, and raised markers. Blade pavement edges to remove vegetation. Any areas with excessive asphalt or

aggregate will be removed. Continue sweeping excess aggregate off the roadway, riprap, and shoulder up to two weeks after completing the work. This work is subsidiary.

ITEM 340/3078 THRU 348/3082 - HOT-MIX ASPHALT PAVEMENT

Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.

Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar. Provide a minimum transition of 10' for intersections, 10' for commercial driveways, and 6' for residential driveways unless otherwise shown on the plans.

Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire sublot if the irregularities are greater than 40% of the sublot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm.

ITEM 340/3078 & 341/3076 - DENSE-GRADED HOT-MIX ASPHALT
Use the SGC for design and production testing of all mixtures. Design all Dense-Graded Type D mixtures as a surface mix, maximum 15% RAP and no RAS.

When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES
Unless shown on the plans, the following backfill will apply to cutting and restoring flexible pavement. Backfill with cement-stabilized backfill. The cement-stabilized backfill is subsidiary. Cap the backfill with Type B hot-mix to a depth equal to the adjacent hot-mix. At locations where the backfill surface is final, place 1-1/2 in. Type D for the surface. The minimum hot-mix depth will be 4 in.

Saw-cut the pavement at the edge of the excavation. This work is subsidiary.

Backfill the bridge ends in accordance with the limits shown on TxDOT "CSAB" Standard. Use material in accordance with "CSAB" or Item 423, Type BS. The "CSAB" optional bond breaker materials are allowed. This work is subsidiary.

ITEM 420 – CONCRETE SUBSTRUCTURES
Do not use PMDF in areas where a "Free Joint" is indicated in the plans.

Check the sign plans for locations of clearance signs and brackets on structures, which will require inserts in the pre-stressed beams.

Where Retaining Walls are integral parts of the abutment header, do not place the abutment cap prior to backfilling the wall and the abutment area up to the elevation of the bottom of the abutment cap.

Perform work during good weather unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by the weather, the Contractor is responsible for all costs associated with repairs/replacement.

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

ITEM 432 - RIPRAP
Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans or in the pay items. Mow strip for cable barrier may be placed monolithically with the barrier foundations if using concrete in accordance with Item 543. Fiber reinforcement is not allowed except in mow strip for cable barrier if foundation and mow strip are placed monolithically.

Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary.

For cement-stabilized riprap, provide Type A Grade 5 flexible base. Compressive strengths for Item 247 are waived.

SGT approach taper, paid using mow strip item, shall be installed using concrete, flexible base coated with SS-1 at a rate of 0.12 GAL/SY, or HMA Type B/C/D. Placement shall be ordinary compaction and does not require placement using an asphalt paver.

ITEM 466 - HEADWALLS AND WINGWALLS

Remove all loose formwork and materials from the waterway at the end of each work week or prior to a rain event. Debris that falls into the waterway must be removed at the end of each work day. Upon completion of the structure, stencil the National Bridge Inventory (NBI) number (structure number) using black paint and 4 in. tall numbers at 4 locations designated by TxDOT. This work is subsidiary.

ITEM 467 - SAFETY END TREATMENT

Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.

ITEM 496 - REMOVING STRUCTURES

Submit a demolition plan to the Engineer. Have the plan signed and sealed by a licensed professional engineer when the structure will continue to accommodate traffic after removal has begun and the removal impacts any part of the structure below the deck or riding surface. If applicable, the plan must detail requirements for meeting the U.S. Army Corps of Engineers' Section 404 Permit. The demolition plan must detail handling of roadway and waterway traffic. Waterway traffic must be maintained at all times unless a closure is approved by the Engineer.

No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1

Roadway	Limits	Allowable Closure Time
All	All (Full Closure, see allowable work below)	11 P to 4 A

Table 2

Roadway	Limits	Allowable Closure Time
All	All	11 P to 4 A

Table 3 (Mobile Operations)

Roadway	Allowable Sun Night thru Fri Noon	Allowable Sat thru Sun Morn
Outside Austin City Limits	9 A to 3 P and 7 P to 7 A	6 P to 11 A

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 7 P to 6 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

Full closures only allowed Friday night thru Monday morning for bridge beam installation, bridge demolition, or OSB truss removal/installation. Full closures only allowed for roadways with frontage roads or if a designated detour route is provided in the plans.

No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for projects within 20 miles of Formula 1 at COTA, ACL Fest, SXSW, ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.
Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal.
Provide 2 hour notice prior to implementation and immediately upon removal of the closure.

For roadways listed in Table 1: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to

traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Place a 28-inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

To determine a speed limit or an advisory speed limit, submit a request to TxDOT 60 business days prior to manufacture of the sign.

Two months of barricades will be paid per work order location. The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS
Install, maintain, remove erosion, sedimentation and environmental control measures in areas of the right of way utilized by the contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Consider the SW3P for this project to consist of the following items, as directed:
Temporary Sediment Control Fence, Rock Filter Dams, Construction Exits, and Earthwork for Erosion and Sediment Control.

ITEM 533 – MILLED RUMBLE STRIPS
If surface is a seal coat, rumble strips shall be installed prior to placing the seal coat.

For edge line rumble strips: Use Option 1 for shoulder width equal to or less than 2 ft. Use Option 3 for shoulder width greater than 2 ft. but less than 4 ft. Use Option 4 for shoulder width equal to or greater than 4 ft.

ITEM 538 – RIGHT OF WAY MARKERS
Place order through the Engineer for Right of Way (ROW) markers at least two weeks prior to installing ROW markers to insure available stock at the Department Warehouse.

ITEM 545 - CRASH CUSHION ATTENUATORS
Use a coring machine or saw cut to remove the mounting hardware/bolts from the existing pavement. Cutting the hardware flush with the surface is not allowed. Refill voids in accordance with the pavement specification. This work is subsidiary.

ITEM 600s & 6000s – ITS, LIGHTING, SIGNING, MARKINGS, AND SIGNALS
Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. Notify the Engineer if existing elements to remain do not meet code or specification.

Contractor shall provide all service, equipment and material required to provide a functional item and interface with existing equipment and software.

For signal shop contact Charles Vaughn Jr (Charles.Vaughn@txdot.gov) and Douglas Turner (Douglas.L.Turner@txdot.gov).

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES
Triangular slip base that use set screws to secure the post will require 1 of the set screws to penetrate the post by drilling a hole in the post at the location of the screw. All set screws shall be treated with anti-seize compound.

ITEM 658 – DELINEATOR AND OBJECT MARKER ASSEMBLIES
Installation and maintenance of portable CTB reflectors will be subsidiary to the barrier.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS
Notify the Engineer at least 24 hr. before beginning work.

Place longitudinal markings nightly for IH 35 main lanes or roadways with AADT greater than 100,000. Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor's option. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of longitudinal markings.

Place longitudinal markings no later than 7 calendar days after placement of the surface for roadways with AADT greater than 20,000.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

When using black shadow to cover existing stripe apply a non-retroreflective angular abrasive bead drop. The marking color shall be adjusted to resemble the pavement color. If Item 677 is not used prior to placement of black shadow, scrape the top of the marking with a blade or large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Dispose of removed materials and debris at locations off the right of way.
Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.
Remove pavement markings on concrete surfaces by a blasting method. Flail milling will be allowed when total quantity of removal on concrete surfaces is less than 1000 ft.

Strip seal is only method allowed on seal coat surface unless project includes placement of a new surface. If total quantity of removal on a seal coat surface is less than 2000 ft., elimination using a pavement marking is allowed if a test section is approved by the Engineer. Test section shall demonstrate the thermo marking color matches the existing pavement color.

Remove pavement markings outside the limits of the new surface by a blasting method.

Use a TRAIL or a non-retroreflective paint to cover stripe remnants that remain after elimination. The test requirements for these materials are waived. The paint color shall be adjusted to resemble the existing pavement color. Installation and maintenance is subsidiary.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN
Provide 1 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Place PCMS 10 calendar days prior to begin work stating “Road Work Begin Soon, Contact 832-7000 For Info”.

Place PCMS at time of LCN request. Place the PCMS at the expected end of queue caused by the closure. When the closure is active, revise the message to reflect the actual condition during the closure, such as “RIGHT LN CLOSED XXX FT”.
ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR
The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.

TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

SECTION 13
TECHNICAL SPECIFICATIONS

HAYS COUNTY /
TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1L – 9L GENERAL REQUIRMENTS AND COVENANTS

ITEM 100 PREPARING RIGHT OF WAY (004)(005)(006)(103)
ITEM 105 REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (009)(132)
ITEM 132 EMBANKMENT (007)(009)(100)(160)(204)(210)(216)(260)(400)
ITEM 150 BLADING (001)
ITEM 160 TOPSOIL (007)(168)
ITEM 164 SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 168 VEGETATIVE WATERING
ITEM 169 SOIL RETENTION BLANKETS
ITEM 247 FLEXIBLE BASE (004)(009)(105)(204)(210)(216)(520)
ITEM 310 PRIME COAT (300)(316)
ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY) (005)(006)(300)(301)(320)(520)(585)
ITEM 347 THIN SURFACE MIXTURES (TSM) (005)(006)(300)(301)(320)(520)(585)
ITEM 432 RIPRAP (247)(420)(421)(431)(440)
ITEM 462 CONCRETE BOX CULVERTS AND DRAINS (009)(400)(402)(403)(420)(421)(422)(424)(440)(464)(476)
ITEM 466 HEADWALLS AND WINGWALLS (400)(420)(421)(432)(440)(464)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING (005)(009)
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 512 PORTABLE CONCRETE TRAFFIC BARRIER (420)(421)(424)(440)(442)
ITEM 545 CRASH CUSHION ATTENUATORS (421)
ITEM 552 WIRE FENCE (445)(492)
ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES (421)(440)(441)(442)(445)(636)(643)(656)
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (009)(445)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (009)(316)()(502)(662)(677)(678)
ITEM 672 RAISED PAVEMENT MARKERS (009)(677)(678)
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (009)(300)(302)(316)

SPECIAL SPECIFICATIONS:
ITEM 3076 DENSE-GRADED HOT-MIX ASPHALT
ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 6185 TRUCK MOUNTED ATTENUATOR (TMA)

SPECIAL PROVISIONS:

SPECIAL PROVISION TO ITEM 132	(132--002)
SPECIAL PROVISION TO ITEM 247	(247--003)
SPECIAL PROVISION TO ITEM 340	(340--003)
SPECIAL PROVISION TO ITEM 347	(347--002)
SPECIAL PROVISION TO ITEM 462	(462--002)
SPECIAL PROVISION TO ITEM 500	(500--001)
SPECIAL PROVISION TO ITEM 502	(502--008)
SPECIAL PROVISION TO ITEM 506	(506--005)
SPECIAL PROVISION TO ITEM 552	(552--001)
SPECIAL PROVISION TO ITEM 666	(666--007)
SPECIAL PROVISION TO ITEM 6185	(6185--002)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Item1L
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. **Abrasive Blasting** Spraying blasts of pressurized air combined with abrasive media.

3.2. **Actual Cost**. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. **Addendum**. Change in bid documents developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.

3.5. **Deductive Alternate**. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.

3.6. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.7. **Affiliates**. Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.

3.8. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.9. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.10. **Anticipated Profit**. Profit for work not performed.

3.11. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.12. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.13. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.14. **Notice of Award**. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. **Base Bid**. The total bid amount without additive alternates.

3.16. **Bid**. The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.

3.17. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.18. **Bid Documents**. The complete set of documents necessary for a Bidder to submit a bid. The documents may include plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, and construction specifications.

3.19. **Bid Error.** A mathematical mistake made by a Bidder in the unit price entered into the bid documents.

3.20. **Bid Form.** The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.

3.21. **Bidder.** An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.22. **Blast Cleaning.** Using one of the blasting methods, including, but not limited to, water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.

3.23. **Bridge.** A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.24. **Brush Blasting.** Sweeping lightly with an abrasive blast to remove loose material.

3.25. **Building Contract.** A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.

3.26. **Certificate of Insurance.** A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. **Change Order.** Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.

3.28. **Concrete Construction Joint.** A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.29. **Concrete Repair Manual.** A TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.30. **ConcreteWorks.** A TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.31. **Construction Contract.** A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the transportation system.

3.32. **Consultant.** The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.33. **Contract.** The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.34. **Contract Documents.** Elements of the Contract, including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, addendums, and supplemental agreements.

3.35. **Contract Time.** The number of days specified for completion of the work, including authorized additional working days.

3.36. **Contractor**. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.37. **Controlled Access Highway**. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.38. **Control of Access**. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.39. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.40. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.41. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")

3.42. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.43. **Daily Road User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.44. **Date of Written Authorization**. Date of the written Notice to Proceed authorizing the Contractor to begin work.

3.45. **Debar (Debarment)**. Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in local, state, or federal law.

3.46. **Detour**. A temporary traffic route around a closed portion of a road.

3.47. **Department**. When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.

3.48. **Departmental Material Specifications**. Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.

3.49. **Direct Traffic Culvert**. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.50. **Disadvantaged Business Enterprise**. A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.51. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.52. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.53. **Engineer**. The Professional Engineer licensed in Texas who represents the interests of the Owner.

3.54. **Entity**. Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an Owner.

3.55. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.56. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

3.57. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.58. **Freeway**. An expressway with full control of access.

3.59. **Frontage Road**. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.60. **Hazardous Materials or Waste**. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.61. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.62. **Highway, Street, or Road**. General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.

3.63. **Historically Underutilized Business**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.64. **Incentive/Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.65. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner or the Owner's representative and are not used for acceptance purposes.

3.66. **Inspector**. The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.

3.67. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.68. **Intersection.** The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.

3.69. **Island.** An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.70. **Joint Venture.** Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.

3.71. **Lane Rental.** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.72. **Letting.** The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.73. **Letting Official.** The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.74. **Licensed Professional Engineer.** A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.75. **Limits of Construction.** An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.76. **Local Street or Road.** A street or road primarily for access to residence, business, or other abutting property.

3.77. **Low-Pressure Water Blasting.** Water blasting with pressures between 3,000 and 5,000 psi.

3.78. **Major Item.** An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.79. **Material Producer List.** TxDOT-maintained list of approved products. Referenced as “Department’s MPL”.

3.80. **Materially Unbalanced Bid.** A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.81. **Mathematically Unbalanced Bid.** A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder’s anticipated profit, overhead costs, and other indirect costs.

3.82. **Median.** The portion of a divided highway separating the traffic lanes in opposite directions.

3.83. **Milestone Date.** The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.

3.84. **Monolithic Concrete Placement.** The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.85. **National Holidays.** January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.

3.86. **Nonhazardous Recyclable Material.** Material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.87. **Nonresident Bidder.** A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.88. **Nonresponsive Bid.** A bid that does not meet the criteria for acceptance contained in the bid documents.

3.89. **Non-Site-Specific Contracts.** Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.

3.90. **Notice to Proceed.** Written notification to the Contractor authorizing work to begin.

3.91. **Notification.** Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.

3.92. **Owner.** Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Entity**.

3.93. **Pavement.** That part of the roadway having a constructed surface for the use of vehicular traffic.

3.94. **Pavement Structure.** Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.94.1. **Surface Course**. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.94.2. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.94.3. **Subgrade.** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.94.4. **Subgrade Treatment.** Modifying or stabilizing material in the subgrade.

3.95. **Payment Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.96. **Performance Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.97. **Plans.** The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.

3.98. **Power of Attorney for Surety Bonds.** An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.99. Qualification. The process for determining a Contractor's eligibility to be awarded a construction contract

3.100. **Prequalification.** The process for determining a Contractor's eligibility to bid work.

3.101. **Prequalification Statement.** The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.102. **Prequalified Contractor.** A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.

3.103. **Post Qualfication.** The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.

3.104. **Project-Specific Location.** A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.105. **Proposal Guaranty.** The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.106. **Quality Assurance.** Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.107. **Quality Control.** Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.108. **Ramp.** A section of highway for the primary purpose of making connections with other highways.

3.109. **Referee Tests.** Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners.

3.110. **Regular Item.** A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.

3.111. **Rental Rate Blue Book for Construction Equipment.** Publication containing equipment rental rates.

3.112. **Replacement Alternate.** A bid item identified in the bid documents that a Bidder may substitute for a specific regular item of work.

3.113. **Responsive Bid.** A bid that meets all requirements of the advertisement and the bid documents for acceptance.

3.114. **Right of Way.** A general term denoting land or property devoted to transportation purposes.

3.115. **Roadbed.** The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.

3.116. **Road Master.** A railroad maintenance official in charge of a division of railway.

3.117. **Roadside.** The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.118. **Roadway.** The portion of the highway (including shoulders) used by the traveling public.

3.119. **Sandblasting, Dry.** Spraying blasts of pressurized air combined with sand.

3.120. **Sandblasting, Wet.** Spraying blasts of pressurized water combined with sand.

3.121. **Shoulder.** That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.122. **Shot Blasting.** Spraying blasts of pressurized air combined with metal shot.

3.123. **Sidewalk.** Portion of the right of way constructed exclusively for pedestrian use.

3.124. **Slurry Blasting.** Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.125. **Special Provisions.** Additions or revisions to these standard specifications or special specifications.

3.126. **Special Specifications.** Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.127. **Specifications.** Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."

3.128. **Small Business Enterprise.** A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.

3.129. **State.** The State of Texas.

3.130. **State Holiday.** A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.

3.131. **Station.** A unit of measurement consisting of 100 horizontal feet.

3.132. **Subcontract.** The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.133. **Subcontractor.** An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.134. **Subsidiary.** Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.135. **Substructure.** The part of the structure below the bridge seats, but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.136. **Superintendent.** The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.

3.137. **Superstructure.** The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.138. **Supplemental Agreement.** Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one party to another or other cases as desired by the Owner.

3.139. **Surety.** The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.140. **Surplus Materials.** Any debris or material related to the Contract but not incorporated into the work.

3.141. **Suspension**. Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a contract

3.142. **Tex-XXX-X**. TxDOT material test methods found on TxDOT's Construction Division Web Site.

3.143. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.144. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.145. **Truck Owner-Operator**. An individual who owns and operates 1 truck for hire.

3.146. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.147. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.148. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.149. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.150. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.151. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.152. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive/air stream at the nozzle.

3.153. **Wholly-Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.154. **Work**. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.

3.155. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current mailing address will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Bidders on this project must be prequalified though TxDOT. Refer to TxDOT's web site for prequalification requirements. Assure prequalification documents are submitted to TxDOT at least 14 days before bid opening. Comply with all technical prequalification requirements in the bid documents.

3. ISSUING BID DOCUMENTS

Bid Documents may be obtained at from the websites:
www.bidnetdirect.com/hayscounty,
http://www.txsmartbuy.com/sp,
https://www.sanmarcostx.gov/Bids.aspx

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Owner.

The Owner will not issue bid documents if one or more of the following apply:

- the Bidder is prohibited from rebidding a specific project due to a bid error on the original bid documents,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated for convenience, or
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the use of the Owner in the preparation of plans. This information is provided for the Bidder's information only and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material

encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of documents at least five(5) days prior to the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive alternate item or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the bid form submitted had the incorrect number of items, or
- all addenda were not acknowledged,
- items missing from Section 1 IFB Checklist.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- The bid was not in the hands of the Letting Official at the time and location specified in the advertisement.
- A bid was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates.
- The Bidder failed to acknowledge receipt of all addenda issued.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid form issued by the Owner.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid documents.
- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not attend a specified mandatory pre-bid conference.
- The Bidder did not meet the requirements of the technical qualification.
- The Bidder did not include a signed State of Texas Child Support Business Ownership Form.
- The bidder is not prequalified by TxDOT

- The bidder does not meet the Owner's qualification requirements.

8. SUBMITTAL OF BIDS

8.1. **Electronic Bids.** When electronic bidding is available, the Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to, acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1.1. **Bid Form**. Use the electronic bid form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic bid form may not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.1.2. **Bid Guaranty**. Provide a bid guaranty in the amount indicated on the bid form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

Use the most current version of the electronic bond accepted by the Owner. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or names of the Bidder or Bidders.

8.1.3. **Submittal of Bid**. Submit the bid using the Owner's bidding system.

8.1.4. **Revising the Bid Form**. Make desired changes as allowed by the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted will be used for tabulation purposes.

8.1.5. **Withdrawing a Bid**. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

8.2. **Printed Bid.**

8.2.1. **Bid Form**. Mark all entries in ink. As an alternative to hand writing the unit prices in the bid form, submit an electronic bid form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

If a bid form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items.

8.2.2. Bid Guaranty. Provide a bid guaranty in the amount indicated on the bid documents. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2.8.1.2., "Bid Guaranty," and submit the electronic bid bond with the printed bid.

8.2.3. Guaranty Check. Make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

8.2.4. Bid Bond. Use the bid bond form provided by the Owner. Submit the bid bond with the powers of attorney attached and in the amount specified. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond completed as outlined in this section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with State law.

8.2.5. Submittal of Bid. Place the completed bid form and the bid guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement or in the bid documents. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

8.2.6. Revising the Bid Form. Make desired changes to the bid form in ink and submit the bid to the Letting Official. The Owner will not make revisions to a bid on behalf of a Bidder.

8.2.7. Withdrawing a Bid. Submit a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

10. TABULATING BIDS

10.1. Official Total Bid Amount. The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 2.11., "Consideration of Unit

Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

10.2. Rounding of Unit Prices. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

10.3. Interpretation of Unit Prices. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

10.4. Consideration of Unit Prices.

10.4.1. A + B Bidding. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the bid and the unit bid prices bid. The time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the bid documents. When partial days are bid they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time.

10.4.2. "Buy America." Comply with Buy America in accordance with Section 6.1.1.. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than $2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater

11. CONSIDERATION OF BID ERRORS.

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of the bid of the apparent low bidder .and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the

project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

12. TIE BIDS

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss. The Letting Official will preside over the proceedings for the coin toss.

Item 3L
Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 90 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

1.1. Award. The Owner will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

1.2. Rejection. The Owner will reject the Contract if:

- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
- The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
- The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
- Rejection of the Contract is in the best interest of the Owner.

1.3. Deferral. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

4.1. Contract. Executed by Contractor and Surety.

4.2. Bonds. Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000 to $100,000	Payment
More than $100,000	Performance and Payment

4.3. Insurance. Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable Certificate of Insurance.

Provide the Owner with a Certificate of Insurance verifying the types and amounts of coverage shown in Section 11 Special Conditions. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Section 11 Special Conditions either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities Contracts, provide All Risk Builder's Risk Insurance to protect the Owner against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Owner under the Lost Payable Clause.

For Contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the State and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent items.

4.4. Railroad Documents. Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF BID GUARANTY

The bid guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

Item 4L
Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

3. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more or less than 25% from the original Contract quantity.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, “Prosecution and Progress.”

4. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

5. REQUESTS FOR ADDITIONAL COMPENSATION

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Owner an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Owner to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

The Owner will not consider fees and interest on requests for additional compensation. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

Damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Owner , submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner.

If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

5.1. Standby Equipment Costs. Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."

5.2. Project Overhead. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

5.3. Home Office Overhead. The Owner will not compensate the Contractor for home office overhead.

6. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owners's goal is to have a dispute settled by the Engineer before elevating it as a claim.

If a dispute cannot be resolved, initiate the Contract claim procedure by filing a Contract claim after the completion of the Contract or when required for orderly performance of the Contract. Submit the claim to the Owner in accordance with state law.

For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. Acceptance of Defective or Unauthorized Work. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.

3.2. Correction of Defective or Unauthorized Work. When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans (including additional plans for non-site-specific work), special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L through 9L and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The

Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to active fire hydrants at all times unless approved by the Engineer.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. Project-Specific Information. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.2. Right of Entry Agreement (if required). The process for obtaining a fully executed ROE Agreement will be as follows:

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
- Partially execute the ROE Agreement and return it to the Department with the required insurance attached.

- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully-executed ROE Agreement from the railroad company, the Owner will forward the fully-executed ROE Agreement to the Contractor.

9. CONSTRUCTION SURVEYING

Use Method A unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. Method A. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control. At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. Method B. The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. Method C. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection, or lack of inspection, will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the

Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

12. FINAL ACCEPTANCE

12.1. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.1.1. Work Completed. Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.1.2. Final Inspection. After all work is complete, the Contractor will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise approved. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.1.3. Final Measurement. Final measurements and pay quantity adjustments may be made after final acceptance.

12.1.4. Removal of Traffic Control Devices. Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
- the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:

- produced by convicts who are on parole, supervised release, or probation from prison; or
- produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. Painted Steel Requirements. Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. Paint Removed by Third Party. The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. Paint Removed by the Contractor. This work may only be performed by a firm or company with one of the following certifications:

- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, “Field Cleaning and Painting Steel.”

10.2. Removal and Disposal of Painted Steel. Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, “Removing Structures,” and Item 497, “Sale of Salvagable Material.”

10.3. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

10.4. Work Performed by a Third Party. When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L
Legal Relations and Responsibilities

1. SAFETY

1.1. Point of Contact. Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

1.2. Safety Preconstruction Meeting. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Owner,
- local law enforcement, and
- other personnel that play an active role on the project.

1.3. Public Safety and Convenience. Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

Provide qualified flaggers in accordance with Item 502.2.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.

If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

1.4. Use of Blue Warning Lights. Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

1.5. Barricades, Warning and Detour Signs, and Traffic Handling. Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in

accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

3. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7.6., “Preservation of Cultural and Natural Resources and the Environment.”

4. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor’s use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

5. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

6.1. Cultural Resources. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

6.2. Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3). The Owner will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

6.3. Work in Waters of the United States. For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.

6.4. Work in Navigable Waters of the United States. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.

6.5. Work Over the Recharge or Contributing Zone of Protected Aquifers. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.

6.6. Project-Specific Locations. For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:

- Occupational Safety and Health Administration,
- Texas Commission on Environmental Quality,
- Texas Department of Transportation,
- Texas Historical Commission,
- Texas Parks and Wildlife Department,
- Texas Railroad Commission,
- U.S. Army Corps of Engineers,
- U.S. Department of Energy,
- U.S. Department of Transportation,
- U.S. Environmental Protection Agency,
- U.S. Federal Emergency Management Agency, and
- U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

8. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

9. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

10. USING EXPLOSIVES

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. The Owner retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with “DANGER – EXPLOSIVES.” Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

11. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor’s generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor’s actions.

12. ASBESTOS CONTAINING MATERIAL

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated “facility” under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid directly but will be subsidiary.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. Overweight Construction Traffic Crossing Structures. The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. Construction Equipment Operating on Structures. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review and approval. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

16.3. Loads on Structures. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. Hauling Divisible Overweight Loads on Pavement Within the Work Locations. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the nonexecution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. Reimbursable Repair. Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. Appurtenances.

17.2.1. Unreimbursed Repair. Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. Reimbursed Repair. Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

17.3. Roadways and Structures. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. Detours. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. Relief from Maintenance. The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

17.5.1. Isolated Work Locations. For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. Work Except for Vegetative Establishment and Test Periods. When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. Work Suspension. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. When Directed by the Engineer. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. Basis of Payment. When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent items or Article 4.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. Definitions.

18.1.1. Electrical Work. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes," and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

18.1.2. Specialized Electrical Work. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required under Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,

- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any 3-phase electrical power.

18.1.3. Certified Person. A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.

18.1.4. Licensed Electrician. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. Work Requirements. The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

Table 2
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, “Electrical Conductors.”

Item 8L
Prosecution and Progress

1. PROSECUTION OF WORK

Unless otherwise shown in the Contract, begin work within 10 calendar days after the authorization date to begin work as shown on the Notice to Proceed. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner, or any state or federal agency.

For federally funded Contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

2.1. Construction Contracts. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State or local funded Contract) excluding any items determined to be specialty items. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as directed by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

2.2. Payments to Subcontractors. Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.

2.3. Payment Records. Make payment records, including copies of cancelled checks, available for inspection by the Owner. Submit payment records upon request. Retain payment records for a period of 3 yr. following completion of the Contract work or as specified by the Owner.

Failure to submit this information to the Engineer by the 20th day of each month will result in the Owner taking actions, including, but not limited to, withholding estimates and suspending the work. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 10 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

3.1. Working Day Charges. Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. Working days will be computed and charged in accordance with one of the following:

3.1.1. Five-Day Workweek. Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. Six-Day Workweek. Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. Seven-Day Workweek. Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present,

and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.4. Standard Workweek. Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7 A.M. and 6 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.5. Calendar Day. Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. Other. Days will be charged as shown in the Contract documents.

3.2. Restricted Work Hours. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this article unless otherwise shown in the Contract documents.

3.3. Nighttime Work. Nighttime work is allowed only when shown in the Contract documents or as directed. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. Five-, Six-, and Seven-Day Workweeks. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. Standard Workweek.

3.3.2.1. Nighttime Work Only. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., “Nighttime Work,” unless otherwise shown in the Contract documents.

3.3.2.2. Nighttime Work and Daytime Work Requiring Inspector. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., “Nighttime Work,” or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., “Nighttime Work Only.”

3.4. Time Statements. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is

suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

5.1. Project Scheduler. Designate an individual who will develop and maintain the progress schedule. The Project Scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule at the Preconstruction Meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. Construction Details. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, prepare the progress schedule as a Bar Chart or Critical Path Method (CPM), as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. Schedule Format. Format all project schedules according to the following:

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project;
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- Clearly and accurately identify the critical path as the longest continuous path;
- Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. Activity Format. For each activity on the project schedule provide:

- A concise description of the work represented by the activity;
- An activity duration in whole working days;
- Code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. Schedule Types.

5.5.1. Bar Chart. Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM.

5.5.2.1. **Preliminary Schedule**. Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days of the project unless the time for submission is extended.

5.5.2.2.1. **Review**. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day of the project unless the time for submission is extended.

5.5.2.3. **Progress Schedule**. Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- The actual start dates for activities started;
- The actual finish dates for activities completed;
- The percentage of work completed and remaining duration for each activity started but not yet completed; and
- The calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. Project Schedule Summary Report (PSSR). When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. Notice of Potential Time Impact. Submit a "Notice of Potential Time Impact" when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the time frames outlined above will compromise the Owner's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. Time Impact Analysis. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- Step 1. Establish the status of the project immediately before the impact.
- Step 2. Predict the effect of the impact on the schedule update used in Step 1.
- Step 3. Track the effects of the impact on the schedule during its occurrence.
- Step 4. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved, Steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

7. DEFAULT OF THE CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- fails to conduct the work in an acceptable manner, or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. The Owner will also provide written notice of default to the Surety. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations.

The Owner will determine the method used for the completion of the remaining work as follows:

- **Contracts without Performance Bonds**. The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- **Contracts with Performance Bonds**. The Owner will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner .

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. Wrongful Default. Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following:

- If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

8. TERMINATION OF THE CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the Owner or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. Procedures and Submittals. The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice;

- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- terminate all subcontracts to the extent they relate to the work terminated;
- complete performance of the work not terminated;
- settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. Settlement Provisions. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work;
- the percentage of Item 500, “Mobilization,” equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts;
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- other expenses acceptable to the Owner.

Item 9L
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. Linear Measurement. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. Volume Measurement. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. Weight Measurement. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. Hauling on Routes Accessible to the Traveling Public. For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. Hauling on Routes Not Accessible to the Traveling Public. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual item is less than $250 and the item is not originally a plans quantity item, then the item may be paid as a plans quantity item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that item, except as provided for in Article 4.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage as approved. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that

have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials that have an invoice cost of at least $1,000 in the request for MOH payment.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records, and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Engineer. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

7.1. Markups. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. Labor. Compensation will be made for payroll rates for each hour that the labor, foremen, or other approved workers are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. Insurance and Taxes. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost

of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. Materials. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. Equipment. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

7.1.4.1. Contractor-Owned Equipment. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours per month.

7.1.4.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. Standby Equipment Costs. Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

7.1.4.3.1. Contractor-Owned Equipment. For Contractor-owned machinery, trucks, power tools, or other equipment:

- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to

comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.

- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. Subcontracting. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

7.1.6. Law Enforcement. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. Railroad Flaggers. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

7.1.8. Bond Cost. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will withhold 5% retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., “Final Acceptance,” and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

APPENDIX A
QUALITY ASSURANCE PROGRAM
FOR CONSTRUCTION PROJECTS

Quality Assurance Program for Design-Bid-Build Projects

May 2019

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1

Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)	Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in Appendix B;
- number of IA evaluations found to not meet tolerances in Appendix B; and
- summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -– Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2

Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • falsification of records; • being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; • re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and • manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:
Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:
No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
    - description of equipment,
    - identification of any traceable standard used,
    - frequency of calibration,
    - date of calibration,
    - date of last calibration,
    - date of next calibration,
    - calibrating technician,
    - procedure used to calibrate or verify equipment, and
    - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment.

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.
Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ±2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	{Project Name}
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. Corrective actions:	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
  ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

APPENDIX B
GUIDE SCHEDULE OF SAMPLING AND TESTING

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.

- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.

- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift. Cut: each 6,000 LF	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E			Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH **(A)**	Tex-128-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density **(A)**	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. **(F)** Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	
	Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
UNTREATED BASE COURSES (Continued)		Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.
		In-place Density **(A)**	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness **(A)**	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
		Ride Quality **(A)**	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	
		Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. **(C)**
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. **(C)**

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment **(E)**	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density **(A)**	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness **(A)**	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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TABLE IA – ASPHALT TREATED BASE (Plant Mix)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill **(A)**	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. **(B)**
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime **(D)** Carbide Lime Slurry: each 100 tons of lime **(D)** Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F,Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

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TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.
COMPLETE MIXTURE	Gradation **(A)**	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density **(A)**	Tex-126-E	Plant Mix **(C)**	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt **(A)**	Tex-236-F	Plant Mix **(C)**	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway cores, as directed by the Engineer **(C, D)**	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

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TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

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TABLE II – SEAL COAT

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation **(A)**	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion **(A)**	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. **(B)**
	Magnesium Soundness **(A)**	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. **(B)**
	Surface Aggregate Classification **(A)**	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. **(B)**
	Pressure Slake **(A)**	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw **(A)**	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption **(A)**	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material **(A)**	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation **(A)**	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

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TABLE II – SEAL COAT

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II – FOOTNOTES

A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation **(B)**	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials **(B)**	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion **(A) (B)**	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		Magnesium Soundness **(A) (B)**	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. **(C)**
	FINE AGGREGATE	Sand Equivalent **(B)**	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities **(B)**	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus **(B)**	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material **(B)**	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue **(A) (B)**	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
SILICA FUME		Compliance with DMS-4630 **(A)**		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test before use in accordance with DMS-6310. **(C)** Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. **(C)**

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)

				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME		Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**
CONCRETE	Strength **(A) (B)**	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced **(D)**	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Items 342 and 348.
	Gradation **(A)**	Tex-200-F	Engineer Truck Sample **(D)**	Minimum 1, per 12 Sublots **(E)**	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density **(A)**	Tex-207-F, Part I, VI, VIII	Truck Sample **(D)**	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test **(A)**	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test **(A)**	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI – FOOTNOTES

A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334)
(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334)
(Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, “Random Selection of Bituminous Mixture Samples.”
F	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, “Random Selection of Bituminous Mixture Samples.”

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – MICROSURFACING (Item 350)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

APPENDIX C
AASHTO ACCREDITED LABORATORIES

AASHTO Accredited CMT Laboratories in Texas

* Directory of accredited laboratories and scope of testing is maintained on the AASHTO Materials Reference Laboratory website at: http://www.amrl.net. Laboratory must be accredited for each specific test performed.

Exhibit B

Special Provisions (000-658): Schedule of Liquidated Damages

Special Provision to Item 000
Schedule of Liquidated Damages

Table 1
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	100,000	570
100,000	500,000	590
500,000	1,000,000	610
1,000,000	1,500,000	685
1,500,000	3,000,000	785
3,000,000	5,000,000	970
5,000,000	10,000,000	1,125
10,000,000	20,000,000	1,285
20,000,000	Over 20,000,000	2,590

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a Renewal Interlocal Application to the Department of State Health Services (DSHS) for the Immunization/Locals Program for FY2023, in the amount of $192,341.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This renewal contract with the Texas DSHS is to support the Immunization Program for the Hays County Health Department. The funds will be utilized to provide support toward the salary and fringe benefits of the staff involved in this program.

Grant Period: 09/01/2022 - 8/31/2023

Attachment: Interlocal Application for Immunization Program Funds Fiscal Year 2023

InterLocal Application
For
Immunization Program Funds
Fiscal Year 2023

www.ImmunizeTexas.com

Issue date: 1/26/2022
Due date: 2/11/2022

Immunization Unit
P.O. Box 149347
Austin, Texas 78714-9347

I. INTRODUCTION

The Department of State Health Services (DSHS) Immunization Unit announces the expected availability of Fiscal Year (FY) 2023 general revenue and federal funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

This Inter-Local Application (ILA) contains the requirements that all applicants shall meet to be considered for funding. Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this ILA.

Please submit the completed renewal application electronically no later than January 15, 2022 to DSHSImmunizationContracts@dshs.texas.gov and Holly Zoerner at **holly.zoerner@dshs.texas.gov**.

The renewal application includes a form for Indirect Costs (I-7) within the budget template. DSHS Contract Oversight and Support (COS), the section that conducts fiscal audits of contractors, strongly urges that indirect costs be included. Please note that DSHS Immunization Unit has a cap on indirect costs. The total cost that may be funded under this renewal application may not be more than 10% of the personnel costs listed on Form I-1.

II. APPLICATION POINT OF CONTACT

For purposes of addressing questions concerning this Application, the contact is **Holly Zoerner** of the Contract Management Section. Communications concerning this Application may be addressed by email or fax to:

Phone and Fax Numbers:
512.776.3742
512.776.7391 fax

CMS Contact Email:
holly.zoerner@dshs.texas.gov

III. TABLE OF CONTENTS

THE APPLICATION SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED AND ARRANGED IN THE FOLLOWING ORDER:

Form A. Face Page - Application for Financial Assistance

Form A-1. Texas Counties and Regions List (see separate file)

Form B. Table of Contents and Checklist

Form C. Contact Person Information (last block is for emergency contact)

Form C-1 Program Contract Information (see separate file)

Form D. Job Descriptions (if applicable)

Form E. Program Income Spending Plan

Form F. Budget (see separate file)

Form G. FFATA Form

Appendix B. Copy of Approved Indirect Rate (if applicable)

Department of State Health Services

FORM A: FACE PAGE

CONTRACTOR INFORMATION
1) LEGAL BUSINESS NAME: Hays County
2) MAILING Address Information: Include mailing address, street, city, county, state, and zip code): 712 S. Stagecoach Trail Ste. 1045 San Marcos, TX 78666 — Check if address change ☐
3) PAYEE Name and Mailing Address (if different from above: 712 S. Stagecoach Trail, Ste. 1094 San Marcos, TX 78666 — Check if address change ☐
4) DUNS Number (9 digit) required if receiving American Recovery and Reinvestment Act of 2009 (ARRA) funds: 097494884
5) Federal Tax ID no. (9 digit), State of Texas Comptroller Vendor ID No. and Mail Code 74-6002241 **The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*
6) TYPE OF ENTITY (check all that apply):

☐ City X County ☐ Other Political Subdivision ☐ State Agency ☐ Indian Tribe	☐ Nonprofit Organization * ☐ For Profit Organization** ☐ HUB Certified ☐ Community-Based Organization ☐ Minority Organization	☐ Faith Based (nonprofit Org) ☐ Individual ☐ Federally Qualified Health Centers ☐ State Controlled Institution of Higher Learning	☐ Hospital ☐ Private ☐ Other (specify):

*If incorporated, provide 10-digit charter number assigned by Secretary of State:

7) PROPOSED BUDGET PERIOD: Start Date: September 1, 2022 End Date: August 31, 2023
8) COUNTIES SERVED BY PROJECT: Hays

9) AMOUNT OF FUNDING REQUESTED:	11) PROJECT CONTACT PERSON
10)PROJECTED EXPENDITURES Does contractor's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for contractors current fiscal year (excluding amount requested in line 9 above)?** Yes X No ☐ ***Projected expenditures should include anticipated expenditures under all* *Federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable*	Name: Tammy Crumley Phone: 512-878-6673 Fax: Email: tammy.crumley@co.hays.tx.us 12) FINANCIAL OFFICER Name: Marisol Vilarreal-Alonzo Phone: 512-393-2283 Fax: Email: marisol.alonzo@co.hays.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the contractor is in compliance with assurances and certifications contained in APPENDIX A: DSHS Assurances and Certification. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract.

13) AUTHORIZED SIGNATORY (DocuSign) Check if change ☐
Name: Ruben Becerra
Title: Hays County Judge
Phone: 512-393-2205
Fax:
Email: judge.becerra@co.hays.tx.us

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the contractor and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the renewal and is required to be completed. Signature affirms the facts contained in the contractor's response are truthful and the contractor is in compliance with the assurances and certifications contained in APPENDIX A: DSHS Assurances and Certifications and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the contractor's renewal application.

1) LEGAL BUSINESS NAME - Enter the legal name of the contractor.

2) MAILING ADDRESS INFORMATION - Enter the contractor's complete physical address and mailing address, city, county, state, and zip code.

3) PAYEE NAME AND MAILING ADDRESS - Payee – Entity involved in a contractual relationship with contractor to receive payment for services rendered by contractor and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the contractor. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) DUNS Number – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number or Central Contractor Registration number plus 4 digit extended DUNS number. This number is required if receiving ANY American Recovery and Reinvestment Act (ARRA) funds and can be obtained at: http://fedgov.dnb.com/webform

5) FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The contractor acknowledges, understands and agrees the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

6) TYPE OF ENTITY - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml or http://www.sos.state.tx.us/corp/nonprofit_org.shtml and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

   Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of higher education as defined by §61.003 of the Education Code.
   MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7) PROPOSED BUDGET PERIOD - Enter the budget period for this proposal. Budget period is 09/01/2022 – 08/31/2023.

8) COUNTIES SERVED BY PROJECT - Enter the proposed counties served by the project.

9) AMOUNT OF FUNDING REQUESTED - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.

10) PROJECTED EXPENDITURES - If contractor's projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for contractor's current fiscal year, contractor must arrange for a financial compliance audit (Single Audit).

11) PROJECT CONTACT PERSON - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

12) FINANCIAL OFFICER - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

13) AUTHORIZED REPRESENTATIVE - Enter the name, title, phone, fax, and email address of the person authorized to represent the contractor. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

14) SIGNATURE OF AUTHORIZED REPRESENTATIVE - The person authorized to represent the contractor must sign in this blank.

15) DATE - Enter the date the authorized representative signed this form.

FORM A-1: TEXAS COUNTIES AND REGIONS LIST

(in Alphabetical Order)

COUNTIES SERVED BY PROJECT - Item 7 of Form A: Face Page: Check ☑ counties to be served and include behind Form A: Face Page.

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☒	01	Hays	☐	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	**-D-**			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☐	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	**-I-**			Montague	☐	02	**-T-**		
Bee	☐	11	**-E-**			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	**-J-**			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	**-N-**			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	**-F-**			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fannin	☐	03	Johnson	☐	03	Nueces	☐	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	**-O-**			**-U-**		
Brooks	☐	11	Fisher	☐	02	**-K-**			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	**-P-**			**-V-**		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	**-G-**			Kimble	☐	09	Parmer	☐	01	**-W-**		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	**-L-**			**-R-**			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	**-H-**			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	**-Y-**		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	**-S-**			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	**-Z-**		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	**-M-**			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11			
Crockett	☐	09	Haskell	☐	02	Marion	☐	04	San Saba	☐	07	**STATEWIDE**	☐	

FORM B: TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Contractor: Hays County

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. Be sure to indicate page number.

FORM	DESCRIPTION	Included	Page #	Not Applicable
A	Face Page - completed, and proper signatures and date included	X	5	
A-1	Texas Counties and Regions List	X	6	
B	Table of Contents and Checklist – completed and included	X	7	
C	Contact Person Information – completed and included	X	8	
C-1	Program Contact Information – completed and included	X	9	
D	Job Descriptions (with supplemental documentation attached if required)	X	10	
E	Program Income Spending Page	☐		N/A
F	Budget Summary Form and Detail Pages	X		
G	FFATA Form - completed and included	X		
Appendix B	Copy of Approved Indirect Rate – included (if applicable)	☐		

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Contractor: Hays County Local Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on FORM A: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Section.

Contacts must include, but are not limited to: Executive Director, Financial Contact, Program Contact, and Emergency Contact information.

Contact:	Tammy Crumley		Mailing Address	
Title:	Director Countywide Operations		Street:	712 S. Stagecoach Trail, Ste. 1045
Phone:	512-876-6673		City:	San Marcos
Fax:			County:	Hays
Email:	tammy.crumley@co.hays.tx.us		State, Zip:	Texas, 78666
Contact:	Carmen Glover		Street:	712 S. Stagecoach Trail, Ste. 1071
Title:	Grant Financial Analysist		City:	San Marcos
Phone:	512-393-5520	Ext:	County:	Hays
Fax:			State, Zip:	Texas, 78666
Email:	carmen.glover@co.hays.tx.us			
Contact:	Lindsay McClune / Simone Corprew		Street:	712 S. Stagecoach Trail, Ste. 1045
Title:	Grant Writer		City:	San Marcos
Phone:	512-393-2209	Ext:	County:	Hays
Fax:			State, Zip:	Texas, 78666
Email:	lindsay.mcclune@co.hay.tx.us / simone.corprew@co.hays.tx.us			
Contact:	Margie Rodriguez		Street:	712 S. Stagecoach Trail, Ste 1045
Title:	Clinic Manager		City:	San Marcos
Phone:	512-393-5535	Ext:	County:	Hays
Fax:			State, Zip	Texas, 78666
Email:	margie@co.hays.tx.us			
Emergency Contact:	Ameila Flores		Street:	401-A Broadway St.
Title:	Clinic Manager		City:	San Marcos
Phone:	512-393-5539	Ext:	County:	Hays
Fax:	512-393-5530		State, Zip	Texas, 78666
Email:	amelia.flores@co.hays.tx.us			

FORM C-1: PROGRAM CONTACT INFORMATION

This form provides information about the appropriate program contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send updated form on a quarterly basis to the Immunization Unit. List all contacts below and highlight changes. Email completed Form C-1(xlsx) to DSHSImmunizationcontracts@dshs.texas.gov

Date (mm/dd/yyyy)	2/1/2022
Local Health Department	Hays County Local Health Department

Area of Work	Program Contact I	Phone	Email	Current Status (Existing, New, Vacant, N/A)	Staff Change: New Arrival Start Date or Vacancy Start Date	Additional Comments:
Manager	Margie Rodriguez	512-393- 5535	margie@co.hays.tx.us	Existing		
Contract Coordinator	Amelia Flores	512-393- 5539	ameila.flores@co.hays.tx.us	Existing		
Contract Coordinator	Margie Rodriguez	512-393- 5535	margie@co.hays.tx.us	Existing		
Perinatal Hepatitis B Case Manager	Juli Barksdale	512-393-5534	juli.barksdale@co.hays.tx.us	New	11/15/2022	
Perinatal Hepatitis B Case Manager				N/A		
Coordinator	Juli Barksdale	512-393-5534	juli.barksdale@co.hays.tx.us	New	11/15/2022	
Coordinator				N/A		
Clinical Coordinator	Margie Rodriguez	512-393- 5535	margie@co.hays.tx.us	Existing		
Clinical Coordinator				N/A		
TVFC & ASN Coordinator	Amelia Flores	512-393- 5539	ameila.flores@co.hays.tx.us	Existing		
TVFC & ASN Coordinator	Margie Rodriguez	512-393- 5535	margie@co.hays.tx.us	Existing		
Communications Coordinator	Amelia Flores	512-393- 5535	ameila.flores@co.hays.tx.us	Existing		
Communications Coordinator				N/A		
Texas Immunization Registry Coordinator	Josie Gonzales	512-393-5574	josie.gonzales@co.hays.tx.us	Existing		
Texas Immunization Registry Coordinator	Elsia Deleon	512-393-5575	elsira.deleaon@co.hays.tx.us	Existing		

FORM D: JOB DESCRIPTIONS

Please insert job descriptions here for all positions listed on the Personnel Detail which were not listed last year. Also include any job description that was updated during fiscal year 2022.

HAYS COUNTY JOB DESCRIPTION

Job Code: 0150
Grade: 115
FLSA: Exempt
Safety Sensitive

Prepared by: Human Resources
Date Prepared: December 2012, May 2014, Nov 2015

Local Health Department Manager

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary
Under limited supervision, manages Public Health Education, Public Health Emergency Preparedness, Communicable Disease, Outreach and the Indigent Health Care Programs for Hays County. Supervises outreach and support for the Texas Vaccines for Children Program, ImmTrac, and the Pharmacy Inventory Control System (PICS). The work involves treating a variety of problems, questions, or situations in conformance with established procedure. This position affects the social and economic well being of clients.

Responsibilities
- Oversees the daily functions of the Hays County Local Health Department including the Administrative Support Team including the Indigent Eligibility Specialist, ImmTrac Specialists, and the TVFC/Immunization Specialist as well as the TB-RN, TB-MA, Epidemiologist, Emergency Preparedness Coordinator, and SNS Coordinator. Delegates work, provides training, offers instruction, critically examines the work, approves and disapproves work, offers corrective help, completes performance evaluations, acts on employee disciplinary problems, assists in selection and recommendation for dismissal.
- Provides guidance and training on health education/promotion strategies and skills related to planning, implementing, and evaluating preventive programs to volunteers, staff, community groups, and others.
- Evaluates health promotion and education programs.
- Consults with Medical Director on various public health issues.
- Serve as LHD representative on local advisory boards.
- Participates in the development of community coalitions to address community issues related to health promotion and participates in other community outreach activities.
- Assists in provider recruitment, training and on-going education to all providers of TVFC.
- Presents ImmTrac information to providers, schools, and other community groups.
- Manages all aspects of the Local Health Department operations in Hays County and ensures the program operates in accordance with state policy.
- Develops and implements methods for reaching target client base. Oversees eligibility screenings for potential indigent clients based on income, residency, resources and household criteria.
- Plans and coordinates Local Health Department activities and schedules.
- Establishes procedures regarding clients' responsibilities in utilizing and paying for physicians' services.
- Monitors division budget(s) and assists Director with the preparation of the annual budget.
- Reviews and approves physicians, hospital, lab, pharmacy, and other invoices for payment.
- Reviews and authorizes or denies indigent burials and determines expenditure levels.
- With the Director, recommends policy changes to the County Judge and Commissioners when needed.
- Meets with representatives of other health aide providers including charitable, religious, and government organizations to coordinate public assistance programs.
- Attends meetings, workshops, and training sessions.
- Responsible for implementing, managing and enforcing security directives as mandated by HIPAA.
- Develops, implements, and ensures compliance with privacy policies for all individuals in the organizations workforce.
- Oversees, directs, delivers, or ensures, delivery of privacy training and orientation to all employees, volunteers, medical and professional staff and applicable business associates.
- Establishes procedures to track access to protected health information.

- Ensures that the access control, disaster recovery, business continuity, incident response, and risk management needs of the organization are being addressed.
- Maintains current knowledge of applicable federal and state privacy laws and standards.
- Maintains records associated with authorization and review of HIPAA policies and procedures.
- Performs audit and risk assessments.
- Makes recommendation on proper and necessary improvements to the security of personal health information.
- Performs other duties as assigned.

Knowledge Required

- General knowledge of Hays County Local Health Department regulations, policies, and procedures.
- General knowledge of Hays County purchasing and personnel rules and regulations.
- General knowledge of public administration principles and practices including budgeting, project management, and employee supervision and training.
- Professional knowledge of federal, state, and local laws and protocols related to indigent health care.
- Professional knowledge of federal, state, and local laws and protocols related to public health, immunizations and vaccine for children.
- Professional knowledge of the methods, principles, and practices of public health nursing.
- Exceptional knowledge of word processing specifically windows applications including Microsoft Word and Excel.
- Professional knowledge of privacy laws, access, release of information and other technology laws.
- Must complete HIPAA training once each year and within 30 days of employment.

Required Skill

- Skill in managing a County Public Health Department.
- Skill in planning and implementing public health policies, regulations, and procedures.
- Skill in researching and assessing public health needs and developing/implementing programs and policies to address those needs.
- Skill in reading, understanding, and interpreting federal, state, and local laws and protocols related to public health.
- Skill in overseeing public health functions.
- Professional skill in reading, understanding, interpreting, and following federal, state, and local laws and protocols.
- Professional skill in overseeing and performing indigent health care and immunization functions.
- Professional skill in reading, understanding, interpreting, and following medical and scientific documents relating to indigent health and immunizations.
- Professional skill in documenting, reading, understanding and maintaining medical records.
- General skill in operating standard office equipment, such as personal computers, calculators, photocopiers and multiline telephones.
- General skill in occasional cash handling.
- General skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors, outside agencies, and the public.
- General skill in budget preparation and bookkeeping.
- General skill in training, instructing, reviewing, correcting, disciplining, hiring and firing employees.
- General organizational skills.
- General skill in developing and maintaining record keeping systems.
- General data entry skills.
- General skill in reception, telephone etiquette and customer relations.

Education and/or Experience

Any equivalent combination of experience and training may be substituted on a year for year basis.

- Requires a High School Diploma or GED.
- Requires two years post-secondary course work in social work or a related field.
- Requires Five years' experience health administration, nursing, or related field.

Other Qualifications, Certificates, Licenses, Registrations

- Ability to obtain certifications in CPR, Vision Screening, and Hearing Screening.
- Class C driver's license.
- Preferred ability to speak, understand and translate in Spanish.

Supervision

- The Local Health Department Manager is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility and effectiveness in the performance of these duties.
- The Local Health Department Manager is responsible for developing deadlines, projects and assigning work to be done. This position must carry out the assignment and resolve all conflicts regarding assignments.
- The Director is informed of progress on assignments and controversial matters.
- This position exercises supervisory control over the TVFC/Immunization Specialist, the Indigent Eligibility Specialist, ImmTrac Outreach Specialists, Epidemiologist, TB-RN, CD-MA, Emergency Preparedness Coordinator, SNS Coordinator and Office Support Specialists by training, instructing, reviewing, correcting, disciplining, evaluating, assists in hiring and fires these employees. The Local Health Department Manager approves overtime and leave requests and recalls employees to work in emergencies.
- This position is supervised by the Director.
- The Director assists this position with unusual circumstances that do not have clear precedence.

Guidelines

The Local Health Department Manager uses judgment in interpreting and adapting procedures for specific cases or problems and analyses the results. This position must have a strong work ethic. The Local Health Department Manager must follow directions, meet deadlines, have good attendance, be punctual, keep promises, and have initiative and a proper attitude.

Emotional Demands

This position must handle a stress level of dealing with some argumentative or emotional contacts within the general public. The Local Health Department Manager meets with contacts in a structured setting within the Local Health Department. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Occasionally stand, walk.
- Occasionally lift and/or move up to 35 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The work is primarily sedentary.

Work Environment

While performing the duties of this job, the employee regularly works in a public health clinic office environment. The employee frequently travels to various locations throughout the county to meet with clients or potential clients, and is occasionally exposed to health or physical hazards, such as infectious diseases, bodily fluids, and needles.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 1142
Grade: 113
FLSA: Exempt
Safety Sensitive
Phone Allocation

Prepared by: Local Health Department
Date Prepared: June 2013
Date Revised: March 2016

Epidemiologist

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must complete HIPAA privacy and security training within 30 days of employment. Must complete any additional training within 30 days of notice.

Summary

Under general supervision the Epidemiologist performs a variety of public health functions. The Epidemiologist will work with local health care providers to discover preventable trends that are occurring in the jurisdiction and create public outreach programs to help deter the spread of infectious diseases. Work also involves supporting the Public Health Emergency Preparedness Coordinator, the Public Health Emergency Response Manager, the Strategic National Stockpile Coordinator, and supporting the TB/Communicable Disease nurse as needed to ensure compliance with federal, state, and local directives to ensure highest level of local preparedness. The Epidemiologist will also work with the response team in efforts of rapid detection; investigating disease outbreaks and other public health threats in the jurisdiction; and notifying the local, county, and regional response staff of disease trends in the area and surrounding jurisdictions. This position affects the physical wellbeing of the citizens of Hays County. The work involves treating a variety of problems, questions, or situations in conformance with established procedure, investigation, testing, and researching.

Responsibilities

- Works with local health care providers to discover preventable trends that are occurring in the jurisdiction and create public outreach programs to help prevent the spread of infectious diseases.
- Analyzes public outreach programs to ensure resources are being used efficiently and effectively.
- Develops training for schools, universities, daycares, long-term care/assisted living facilities, lab testing facilities, clinics, Hays County personnel, and the Hays County Local Health Department to educate and promote public health awareness in effectual locations of the community.
- Compiles information to include handouts, letters to parents, immunization guidelines, hygiene, and cleaning guidelines to facilities to prevent outbreaks and to provide resources for families of residents, students, and staff.
- Assists in educating, training, and networking to ensure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreak of infectious disease, and other public health threats and emergencies for Local Health department staff, physicians, community health care providers, community outreach workers, and other external organizations.
- Educates clients on matters such as vaccines, immunizations, side effects, disease status, illness longevity, treatment options, available providers, transportation options, medication assistance, indigent care resources, control of exposure, actions to take in prevention, and recommendations by state and federal agencies.
- Conducts onsite visits to schools, daycares, correctional facilities, hospitals, long-term care/assisted living facilities, and food establishments for investigations of outbreaks.
- Reviews, monitors, and analyzes all epidemiological data for Hays County, conducts investigations on all reports of disease, illness, or other environmental hazards with regard to public safety; ensures that all contacts are identified and screened, according to the Department of State Health Services' reporting requirements.
- Assists in the implementation and continuous improvement of the comprehensive Personal Health Emergency Response Plan caused by bioterrorist, infectious disease outbreaks, or other public health threats.

- Participates in local and regional emergency preparedness drills and exercises.
- Rapidly and effectively investigates and responds to outbreaks of disease, potential terrorist event, and other public health emergencies in conjunction with the Strategic National Stockpile Coordinator.
- Provides contact investigation and disease intervention in the field and clinical setting at a moment's notice.
- Investigates reports of Texas Notifiable Conditions.
- Receives laboratory reports and test results to determine follow-up actions based on knowledge of testing criteria, test kit package inserts, clinical lab testing guidelines, academic journal reviews, and DSHS case classifications.
- Notifies regional and/or state officials as needed in management of reportable conditions.
- Assists with delivery of immunizations to the public as needed to assist the SNS Coordinator.
- Develops, analyzes, and interprets statistical data to devise weekly, monthly, bimonthly, triennial, and biannual reports to a variety of local, regional, and state agencies.
- Develops Databases to contain information for statistical inference.
- Maintains, and reviews database for errors and information fidelity.
- Enters client information into appropriate databases and maintains client medical information until confidential disposal is permitted.
- Drafts press releases for transmittal to Public Information Officer in a timely and efficient manner.
- Consults with Local Health Authority.
- Publishes reports to school nurses, STD Clinics, medical practitioners, and other providers for Hays County as time permits to include: outbreak reports, STD summaries, newsletters, and influenza reports
- Performs other duties as assigned.

Knowledge Required

- Professional knowledge of federal, state, and local laws and protocols related to public health, health and safety code
- Professional knowledge of the methods, principles, and practices of public health
- Professional knowledge of the methods, principles, and practices related to epidemiology
- General knowledge of word-processing specifically with Windows applications including Microsoft Word, Microsoft Excel, and Microsoft Access
- General knowledge of Hays County Local Health Department regulations, policies, and procedures
- Professional knowledge of privacy laws, access, release of information, and other technology laws
- Must complete HIPAA training once each year and within 30 days of employment

Required Skill

- Professional skill in reading, understanding, interpreting, and following federal, state, and local laws and protocols related to public health
- Professional skill in reading, understanding, interpreting, and following medical and scientific documents relating to public health
- Professional skill in database maintenance
- General skill in documenting, reading, understanding, and maintaining medical records
- General skill in operating standard office equipment, such as personal computers, calculators, and telephones
- General skill in establishing and maintaining effective working relationships with doctors, pharmacists, supervisors, co-workers, elected officials, health care personnel, law enforcement personnel, and the general public; including people from various socioeconomic backgrounds
- General skill and ability to communicate effectively orally and in writing, including ability to communicate with the media and large groups
- General organizational skills
- General skill and ability to evaluate information accurately and effectively and to apply interpretation of federal, state, and local regulations
- General skill in the operation of computers and miscellaneous medical equipment
- General skill in reception, telephone etiquette, and customer relations

Education and/or Experience
Any combination of education, experience, or training may be substituted on a year for year basis.

- Master's Degree in the area of Epidemiology, Microbiology, Infectious Diseases, Biostatistics, or a related public health field
- Prefer two years' experience in public health or related field
- Experience in the epidemiology field preferred
- Prefer Public Relations and/or customer service background

Other Qualifications, Certificates, Licenses, and Registrations

- MPH or MEd, or in process of obtaining MPH or MEd
- CPH, or ability to obtain CPH
- CIC, or ability to obtain CIC
- Current certification in or ability to obtain certification in CPR
- Ability to obtain certifications in bioterrorism training
- Ability to become trained in HIPPA laws
- Class C driver's license

Supervision

- The Epidemiologist required to satisfactorily perform the above duties and will be evaluated by the director for technical soundness, appropriateness and, conformity to policy and requirements.
- The Epidemiologist is responsible for assisting the Public Health Emergency Preparedness Coordinator, Public Health Emergency Response Manager, the Strategic National Stockpile Coordinator, and the TB/Communicable Disease nurse in handling emergencies, problems, and deviations in the duties/responsibilities according to the Public Health Response Plan.
- The Director assists this position with unusual circumstances that do not have clear precedence.

Guidelines
The Epidemiologist uses judgment in interpreting and adapting precedents for specific cases or problems and analyses of the results. This position must have a strong work ethic and must devote time to maintaining the Public Health databases. The Epidemiologist must follow directions, meet deadlines, have good attendance, be punctual, be reliable, have initiative, and a proper attitude. The employee must be available to communicate at all times.

Emotional Demands
This position must handle a stress level of interacting with some argumentative or emotional contacts within the general public. The Epidemiologist meets with contacts in a structured setting at the Personal Health Department, in clinics, and/or in the field. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel
- Reach with hands and arms
- Smell
- Talk
- Hear
- Occasionally stand, walk, kneel, or stoop
- Occasionally lift and/or move up to 35pounds
- Specific vision abilities required by this job include close vision, color vision, depth perception, and the ability to adjust focus.

Work Environment
While performing the duties of this job, the employee regularly works in a public health clinic. The employee occasionally travels to various locations throughout the county to perform investigative functions and public health assessments, and is often exposed to health or physical hazards, such as infectious diseases, bodily fluids, and needles.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

_____ _____
Employee Signature Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 0271
Grade: 110
FLSA: Non-exempt
Safety Sensitive
Phone Allocation

Prepared By: Human Resources
Date Prepared: December 2012
Updated: November 2015

Administrative Assistant III
TVFC/Immunization Specialist

Essential Functions
Include the following. (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills, and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.) Other duties may be assigned. Must complete HIPAA privacy and security training within 30 days of employment. Must complete any additional training within 30 days of notice.

Summary
Under general supervision, develops and implements a health promotion program that supports the health promotion and disease prevention activities and programs of the community through the facilitation of immunization programs, and health and wellness programs; and provides technical assistance and training in health education and health promotion including outreach and support for the Texas Vaccines for Children Program, ImmTrac, the Pharmacy Inventory Control System (PICS), Perinatal Hepatitis B prevention and case management, vaccine preventable disease, and immunization requirements. Work includes supervision and coordination of student interns and volunteers; public information; and community resource development.

Responsibilities
- Maintains and operates an immunization reminder and recall system to notify caregivers of when children's immunizations are due.
- Computer entry of data used for vaccine ordering and maintaining stock levels of clinics and providers.
- Maintains data used for strategic analysis and auditing of vaccine administration, storage, and record keeping.
- Orders, maintains, and distributes vaccines to providers.
- Provides provider recruitment, training and on-going education to all providers.
- Ensures vaccines are maintained properly and responds to notifications of temperature variances.
- Implements record-keeping systems to attain and retrieve data necessary for analysis and retrospective studies and for tracking the number of uninsured clients who are referred to a medical home or to Medicaid/CHIP for possible enrollment.
- Provides ongoing communication to staff and providers regarding immunization updates.
- Maintains records of all client contacts and the result of outreach activities.
- Presents ImmTrac information to providers, schools, and other community groups.
- Identifies and recruits new registry users, including hospitals, pediatricians, and other health care providers, to promote the registry to parents and expectant parents, and to provide education and technical assistance to birth registrars to increase the number of children included in the registry.
- Trains registry users on searching the registry, reporting to the registry, and conducting reminder and recall activities.
- Promotes ImmTrac data registry quality and completeness.
- Promotes efficient inventory control and ordering practices in private provider offices by providing education on the advantages and utility of the Pharmacy Inventory Control System (PICS), including automatic vaccine ordering and paperless vaccine reporting.
- Trains providers who report on paper on PICS procedures and use of the reporting forms.
- Coordinates outreach, education, data entry, and follow-up for the families of children who are consented to participate in the statewide immunization registry, ImmTrac, but who do not have complete immunization histories in the registry.
- Provides information to clients, families, and providers on the purpose of ImmTrac and the importance of maintaining complete immunization histories in the registry.

- Plans, implements and evaluates health promotion programs including development and distribution of related materials.
- Provides technical assistance and training on health education and promotion strategies and skills related to planning, implementing, and evaluating preventive programs to volunteers, staff, community groups, providers, and others.
- Writes articles for newsletters, makes presentations at health fairs, and prepares and provides other comprehensive public information on the services available and general health information including vaccine administration and safety, using mass media, community outreach, presentations, printed materials, and audio visual programs. (i.e., etc.).
- Participates in the development of community coalitions to address community issues related to health promotion.
- Orients and supervises volunteers, and students who are assigned to the health education/promotion program.
- Recruits volunteers as needed for special projects.
- Prepares consumer information to enhance public awareness of the importance of vaccinating children, adolescents, and adults.
- Enters data used for strategic analysis and auditing of vaccine administration, storage, and record keeping.
- Completes assigned immunization audits and monitoring visits with schools, childcare facilities, Head Start, and provider offices according to established procedures.
- Completes clinic immunization record assessments using clinic assessment software application (CASA).
- Attends meetings, workshops, and training sessions including at least one seminar or training session about immunization requirements during the fiscal year.
- Participate in special immunization initiatives.
- Responds to immunization related questions and receives information concerning reportable conditions
- Performs other duties as assigned.

Knowledge Required

- Knowledge of the principles, practices and techniques of public health programs.
- Knowledge of supervisory practices and techniques.
- Professional knowledge of federal, state, and local laws and protocols related to public health and vaccine for children.
- Professional knowledge of the methods, principles, and practices of public health nursing.
- Knowledge of federal, state, and local laws and protocols related to immunizations, ImmTrac, and PICS systems.
- Knowledge of immunization recommendations and requirements.
- Professional knowledge of word-processing specifically windows applications including Microsoft Word and Excel and database programs.
- Professional knowledge of privacy laws, access, release of information and other technology laws.
- Must complete HIPAA training once each year and within 30 days of employment.

<u>Required Skill</u>

- Skill in effectively presenting information and presentations to a various community organizations, clients, customers, and the general public.
- Skill in training and supervising office staff (including volunteers and students).
- Skill in communicating effectively, orally and in writing.
- Skill in developing and writing office procedures.
- Skill in performing audit functions.
- Skill in reading, understanding, interpreting, and following medical and scientific documentation relating to vaccines for children.
- Skill in operating office equipment, including computer terminal, telephone, calculator, fax and copier.
- Skill in maintaining records and report preparation.
- Skill in establishing and maintaining effective working relationships with County staff and the general public.
- Professional data entry skills.

Education and /or Experience

Any equivalent combination of experience and training may be substituted on a year for year basis.

- Requires a High School Diploma or GED.
- Five years public health related experience
- Experience in preparing public health communications or inventory control preferred.

Other Qualifications, Certificates, Licenses, Registrations

- Texas Driver's License.

Supervision

- The TVFC/Immunization Specialist is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility and effectiveness in the performance of these duties.
- The TVFC/Immunization Specialist is responsible for planning and overseeing the work of student interns and volunteers. The employee also determines the approach to be taken and the methodology to be used.
- The TVFC/Immunization Specialist must use judgment in interpreting and adapting policies and practices for application to specific cases or problems. The TVFC/Immunization Specialist analyzes the results and makes changes to the methods as necessary. This position must have a strong work ethic. The TVFC/Immunization Specialist follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, have initiative, and a proper attitude.
- This position is supervised by Social Health Coordinator.
- The Director and the Social Health Coordinator assist this position with unusual circumstances that do not have clear precedence.

Guidelines

The TVFC/Immunization Specialist uses judgment in locating and selecting the most appropriate guidelines or procedures to use for a certain application and may adapt guidelines to specific cases. This position must have a strong work ethic. The TVFC/Immunization Specialist must follow directions, meet deadlines, have good attendance, be punctual, keep promises, have initiative and a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must handle a stress level of dealing with some argumentative or emotional contacts within the general public. The TVFC/Immunization Specialist meets with contacts in a structured setting within the Local Health Department or Clinics. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use his/her hands and fingers to handle or feel;
- Reach with hands and arms;
- Talk;
- Hear;
- Occasionally stand, walk.
- Required to lift and/or move up to 35 pounds.
- Specific vision abilities required by this job include close vision, peripheral vision, and the ability to adjust focus.

Work Environment

While performing the duties of this job, the employee sometimes works in a normal office setting. The employee regularly travels to various locations throughout the county meet with clients or potential clients,

and is sometimes exposed to health or physical hazards, such as infectious diseases and violent individuals.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 1128
Grade: 108
FLSA: Non-exempt

Prepared by: Human Resources Department
Date Prepared: March 2007
Date Updated: 03/09, 11/15

ImmTrac/PICS Outreach Specialist

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must complete HIPAA privacy and security training within 30 days of employment. Must complete any additional training within 30 days of notice.

Summary

Under general supervision, the ImmTrac/PICS Outreach Specialist provides moderately complex identification, outreach, education, data entry, and follow-up for the families of children who are consented to participate in the statewide immunization registry. This position affects the physical well being of the citizens of Hays County.

Responsibilities

- Identifyand conduct outreach, education, data entry, and follow-up for the families of children who are consented to participate in the statewide immunization registry, ImmTrac, but who do not have complete immunization histories in the registry.
- Provide information to clients, families, and providers on the purpose of ImmTrac and the importance of maintaining complete immunization histories in the registry.
- Maintain client files and document all contacts and the education provided.
- Locate additional immunization records from individuals and ensure that all immunization information is entered into ImmTrac.
- Resolve questionable matches in ImmTrac.
- Maintain records of all client contacts and the result of outreach activities.
- Present ImmTrac information to providers, schools, and other community groups.
- Identify and recruit new registry users, including hospitals, pediatricians, and other health care providers, to promote the registry to parents and expectant parents, and to provide education and technial assistance to birth registrars to increase the number of children included in the registry.
- Train registry users on searching the registry, reporting to the registry, and conducting reminder and recall activities.
- Promote data registry quality and completeness.
- Promote efficient inventory control and ordering practices in private provider offices by providing education on the advantages and utility of the Pharmacy Inventory Control System (PICS), including automatic vaccine ordering and paperless vaccine reporting.
- Train providers who report on paper on PICS procedures and use of the reporting forms.
- Perform data entry of paper reporting forms.
- Perform other duties as assigned.

Knowledge Required

- Thorough knowledge of ImmTrac and PICS systems.
- Professional knowledge of federal, state, and local laws and protocols related to immunizations and ImmTrac.
- Knowledge of immunization recommendations and requirements.
- Professional knowledge of the methods, principles, and practices of public health.
- General knowledge of computer applications, including word processing, spreadsheet, presentation, and database programs.
- General knowledge of Hays County Personal Health Department regulations, policies, and procedures.

- Professional knowledge of privacy laws, access, release of information and other technology laws.
- Must complete HIPAA training once each year and within 30 days of employment.

Required Skill

- Professional skill in reading, understanding, interpreting, following, and implementing federal, state, and local laws and protocols related to immunizations and public health.
- Professional skill in reading, understanding, interpreting, and following medical and scientific documents relating to public health.
- Professional skill and ability to communicate complex information effectively orally and in writing with parents, medical providers, the media, and large groups.
- Exceptional skill in organizing and prioritizing work assignments.
- General skill in documenting, reading, understanding and maintaining medical records.
- General skill in negotiating and persuading individuals.
- General skill in operating standard office equipment, such as personal computers, calculators, and telephones.
- General skill in establishing and maintaining effective working relationships with doctors, pharmacists, supervisors, co-workers, elected officials, health care personnel, and the general public, including people from a variety of socioeconomic backgrounds.
- General organizational skills.
- General skill in performing data entry.
- General skill in establishing and maintaining client records.
- General skill and ability to evaluate information accurately and effectively and to apply interpretation of federal, state and local regulations.
- General skill in telephone etiquette and customer relations.

Education and/or Experience

Any equivalent combination of experience and training may be substituted on a year for year basis.

- Requires a High School Diploma or GED.
- Requires two years college course work or related technical training.
- Requires two years experience in clerical or inventory control, preferably in a medical environment.
- Public relations or outreach experience preferred.

Other Qualifications, Certificates, Licenses, Registrations

- Class C driver's license.
- Preferred ability to speak, understand, and translate in Spanish.

Supervision

- The ImmTrac/PICS Outreach Specialist is required to satisfactorily perform the above duties and will be evaluated for technical soundness, appropriateness and conformity to policy and requirements.
- The ImmTrac/PICS Outreach Specialist is responsible for handling emergencies, problems, and deviations in the duties/responsibilities assigned according to instructions and accepted practices in the nursing field and the Public Health Response Plan.
- This position is supervised by the RN Supervisor.
- The Personal Health Director and the RN Supervisor assist this position with unusual circumstances that do not have clear precedence.

Guidelines

The ImmTrac/PICS Outreach Specialist uses judgment in interpreting and adapting precedents for specific cases or problems and analyses of the results. This position must have a strong work ethic. The ImmTrac/PICS Outreach Specialist must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, have initiative, and a proper attitude.

Emotional Demands

This position must handle a stress level of interacting with some argumentative or emotional contacts within the general public. ImmTrac/PICS Outreach Specialist meets with contacts in a structured setting at

the Personal Health Department or their locations. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:
- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Smell.
- Talk.
- Hear.
- Occasionally stand, walk, kneel or stoop.
- Occasionally lift and/or move up to 35 pounds.
- Specific vision abilities required by this job include close vision, color vision, depth perception, and the ability to adjust focus.

Work Environment
While performing the duties of this job, the employee regularly works in a public health clinic or other office locations. The employee frequently travels to various locations throughout the county to perform duties.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature _____ Date _____

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

FY2022

Immunizations/Local

Applicant Information

Legal Name of Applicant Agency: Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045
City: San Marcos
Zip: 78666

Payee Name: Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1094
City: San Marcos
Zip: 78666

State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code)**:** 17460022415002

DUNS # (9 digits required for subrecipient contractors)**:** 09-7494884

Type of Entity (Choose one)

City:	☐	Click on appropriate box
County:	☑	
Other Political Subdivision:	☐	

Project Period

Start Date: 9/1/22
End Date: 8/31/23

Counties Served

County(ies) Served: Hays County

Amount of Funding Allocated: $192,341.00

CONTACT PERSON INFORMATION

Legal Business Name:	0

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the followi information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Phone:	512-878-6673	Ext:		712 S. Stagecoach Trail Suite 1045, San Marcos, TX 78666
Fax:				
E-mail:	tammy.crumley@co.hays.tx.us			
B-13/FSR Rep:	Carmen Glover			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2857	Ext:		712 S. Stagecoach Trail Suite 1071, San Marcos, TX 78666
Fax:				
E-mail:	carmen.glover@co.hays.tx.us			
IMM/LOCALS Program Leader:	Margie Rodriguez			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-5520	Ext:		401A Broadway Dr. San Marcos, TX 78666
Fax:				
E-mail:	margie@co.hays.tx.us			
IMM/LOCALS Coordinator:				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
Authorized Signatory for **DocuSign**	Ruben Becerra			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2205	Ext:		111 E. San Antonio St., Ste. 300, San Marcos, TX 78666
Fax:				
E-mail:	judge.becerra@co.hays.tx.us			
Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**				
Phone:		Ext:		
Fax:				
E-mail:				
DocuSign "CC" Person	Lindsay McClune | Simone Corprew			
Phone:		Ext:		
Fax:				
E-mail:	lindsay.mcclune@co.hays.tx.us | simone.corprew@co.hays.tx.us			
Emergency Contact	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Cell Phone:	512-618-1527	Ext:		712 S. Stagecoach Trail Suite 1045, San Marcos, TX 78666
Fax:				
E-mail:	tammy.crumley@co.hays.tx.us			

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hays County Local Health Department**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds **(6)**
A. Personnel	$126,244	$126,244	$0	$0	$0	$0
B. Fringe Benefits	$56,097	$56,097	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0
E. Supplies	$0	$0	$0	$0	$0	$0
F. Contractual	$10,000	$10,000	$0	$0	$0	$0
G. Other	$0	$0	$0	$0	$0	$0
H. Total Direct Costs	$192,341	$192,341	$0	$0	$0	$0
I. Indirect Costs	$0	$0	$0	$0	$0	$0
J. Total (Sum of H and I)	$192,341	$192,341	$0	$0	$0	$0
K. Program Income - Projected Earnings	$0	$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$126,244**	**$126,244**	**Fringe Benefits**	**$56,097**	**$56,097**
	Travel	**$0**	**$0**	**Equipment**	**$0**	**$0**
	Supplies	**$0**	**$0**	**Contractual**	**$10,000**	**$10,000**
	Other	**$0**	**$0**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$192,341**	**Budget Total**	**$192,341**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. *DO NOT* include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

Revised: April 2011

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Hays County Local Health Department

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Local Health Department Manager = E	N	Program planning & evaluation, Vaccine Management VFC OPS, Education, Information, Training & Collaborations, Population Assessment	0.51	N/A	$6,877.00	12	$42,087
TVFC/Immunization Specialist = E	N	Vaccine Management VFC OPS, Provider Quality Assurance VFC AFIX, Education, Information, Training & Collaborations, Service Delivery	0.52	N/A	$3,824.00	12	$23,862
ImmTrac Specialist = E	N	Registries	0.5	N/A	$3,692.00	12	$22,152
ImmTrac Specialist = E	N	Registries	0.48	N/A	$3,198.00	12	$18,420
Epidemiologist = E	N	Perinatal Hepatitis B Prevention, Epidemiology and Surveillance	0.41	N/A	$4,011.00	12	$19,723
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS			$0
					SalaryWage Total		$126,244

FRINGE BENEFITS **Itemize the elements of fringe benefits in the space below:**

FICA = $126,244 x .062 = $7827
MEDICARE = $126244 x .0145 = $1831
RETIREMENT = $126244 x .1351 = $17056
MEDICAL, DENTAL & LIFE INSURANCE = $11,800.56 x 2.511 FTE = $29383

Fringe Benefit Rate %	44.44%
Fringe Benefits Total	$56,097

Revised: 7/6/2009

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **Hays County Local Health Department**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Live Oak Health Partners	Administration of Vaccines	Partnership to administer vaccines due to organizational structure	Lump Sum	1	$10,000.00	$10,000
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: $10,000

Revised: 7/6/2009

FORM G: Federal Funding Accountability and Transparency Act (FFATA)

Personnel Activity Detail Form for Local Health Department Immunization Staff

Legal Name of Applicant:	

List Personnel	I. Program & Contract Management	II. Facility Immunization Assessments	III. Managing TVFC and ASN Providers	IV. Epidemiology and Surveillance	V. Providing a Vaccine Safety Net	VI. Increasing Use of the Texas Immunization Registry	VII. Education and Partnerships	Total equals 100%
Functional Title + Code E=Existing or P=Proposed	% Time	% Time	% Time	% Time	% Time	% Time	% Time	100% Time
Local Health Department Clinic Manager -E	20%	20%	20%			20%	20%	100%
TVFC/Immunization Specialist -E	10%	30%	30%		10%	10%	10%	100%
ImmTrac Specialist - E						100%		100%
ImmTrac Specialist - E						100%		100%
Epidemiology - E				100%				100%

Regional Program Managers FY 2023

PUBLIC HEALTH REGION 1 Marie Hernandez Immunization Program Manager 6302 Iola Ave. Lubbock, Texas 79424 (806) 783-6412 (806) 783-6435 - Fax MarieD.Hernandez@dshs.texas.gov	**PUBLIC HEALTH REGION 7** Debbie Shelton Immunization Program Manager 2408 South 37th Street Temple, Texas 76504-7168 (254) 778-6744 (254) 771-2612 - Fax Debbie.Shelton@dshs.texas.gov
PUBLIC HEALTH REGION 2 & 3 Cheryl Millican Immunization Program Manager 1301 South Bowen Road, Suite 200 Arlington, Texas 76013-2262 (817) 264-4795 (817) 264-4800 – Fax Cheryl.Millican@dshs.texas.gov	**PUBLIC HEALTH REGION 8** Laurie Henefey Immunization Program Manager 112 Joe Carper Drive Uvalde, Texas 78801 (830) 591-4386 Extension 213 (830) 278-1831 - Fax Laurie.Henefey@dshs.texas.gov
PUBLIC HEALTH REGION 4 & 5 NORTH Amanda Rich Immunization Program Manager 1517 W. Front Street Tyler, Texas 75702 (903) 533- 5350 (903) 533-9502 - Fax Amanda.Rich@dshs.texas.gov	**PUBLIC HEALTH REGION 9 & 10** Donna Anders Immunization Program Manager 2301 N. Big Spring #300 Midland, Texas 79705-7649 (432) 571-4137 (432) 571-4190 – Fax Donna.Anders@dshs.texas.gov
PUBLIC HEALTH REGION 6 & 5 SOUTH Sabrina Stanley Immunization Program Manager 5425 Polk, Suite J Houston, Texas 77023 (713) 767--3411 (713) 767-3889 - Fax Sabrina.Stanley@dshs.texas.gov	**PUBLIC HEALTH REGION 11** Laura Moreno Immunization Program Manager 601 W. Sesame Drive Harlingen, Texas 78550 (956) 421-5581 (956) 443-3216 - Fax Laura.Moreno@dshs.texas.gov

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Water & Earth Technologies, Inc for $1,610.00 for repairs made to the low water crossing at 50040 Creek Road at Onion Creek where no purchase order was issued as required per County Purchasing Policy, and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2021	$1,610.00

LINE ITEM NUMBER

001-656-00.5411

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) for captive replacement parts/components for equipment.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

SUMMARY

The Hays County Office of Emergency Services had repairs made on the low water crossing at Creek Road at Onion Creek while failing to obtain a purchase order as required per County Purchasing Policy.

WATER & EARTH TECHNOLOGIES

01/17/2022 **Invoice 4378**

Water & Earth Technologies, Inc.
40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: accounting@wetec.us

Total this Invoice $ 1,610.00

Federal Tax Identification No. 84-1440328
Terms 30 days

Invoice to:
Hays County - Office of Emergency Services
Attn: Brandon High
810 South Stagecoach Trail
San Marcos, TX 78666

WET Project XPHC040
PURCHASE ORDER NO. Verbal
Creek Road Ant Damage Repair
Time Period this Invoice: January 2022

Quote Information

Ants shorted out and damaged the ALERT2 Encoder circuit board on January 1, 2022. WET replaced the circuit board and checked other equipment for additional damage.

Item Description	Model No.	Unit Price	Qty	Amount
ALERT2 Encoder PCB	G2012/E-RP	$ 1,195.00	1	$ 1,195.00
Shipping		$ 40.00	1	$ 40.00
			Items Total	**$ 1,235.00**

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Replace Board	2	0	$ 250.00
Check Station for Additional Damage	1	0	$ 125.00
		Labor Total	**$ 375.00**

Total Invoice $ 1,610.00

Please remit to the above address
or use ACH with the following bank information:

Name of the Bank: FirstBank
Address of the Bank: 12345 W. Colfax Ave. Lakewood CO 80215
Routing Number: 107005047
Final Credit to: Water & Earth Technologies, Inc.
Account Number: 6935005485
Please notify accounting@wetec.us of ACH payment remittance

Thank you for your business!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Human Resources Office to re-grade all Associate Judge positions within the District Courts from grade 119 to 120 effective February 1, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

001-608-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

These positions were originally established as a grade 119. Upon further review, the HR director recommends a grade change in order to identify positions at a level equivalent to the essential functions. There is no fiscal impact related to the grade change.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute the Second Amendment to the Development Agreement between Hays County and Gateway TX DS, LLC for subdivision and development of a parcel located off Hays Country Acres Road in Precinct 4, originally executed on or about November 22, 2016 and 1st amended on or about July 12, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

The owners of Gateway TX DS own a parcel of land in precinct 4. They have asked that the Development Agreement include a transferability clause, which is recommended by staff.

SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BETWEEN HAYS COUNTY AND GATEWAY TX DS, LLC

This 2nd Amendment to the Development Agreement ("Amendment") executed on or about November 22, 2016 and 1st amended on or about July 13, 2021, is made this 1st day of February 2022, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Gateway TX DS, LLC (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

THE AGREEMENT SHALL BE AMENDED TO ADD THE FOLLOWING PROVISIONS:

11. *Transferability.* Contractor may assign its rights and obligations under this Agreement to any successor all or a portion of the Property to whom all or the applicable portion of Contractor's rights and obligations under the Development Agreement are being assigned without the consent the County. However, Contractor shall provide the County five (5) days written notice of any such assignment. Upon such an assignment, and upon the acceptance of the terms and conditions of the Development Agreement (as may have been amended) by the assignee, Contractor shall be fully released from and shall have no further liability with respect to the assigned rights and obligations.

12. *Agreement Binds Succession*. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land that is the subject of this Development Agreement and shall be binding on all future successors and assigns.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2nd Amendment to the Development Agreement hereby executed this ___ day of February 2022, as is evidenced by the authorized signatures of the Parties, below.

CONTRACTOR

GATEWAY TX DS, LLC
CHRISTIAN ALVARADO

COUNTY

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:_____
ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the county judge to execute two TIA Contribution Agreements with Lennar Homes Land & Construction for off-site road improvements related to Sunset Oaks Phase 1A (144 residential lots), and Sunset Oaks Phase 1B (123 residential lots) in Precinct 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

Upon execution of these two agreements, Lennar Homes Land & Construction shall make payment to Hays County of $89,512 for its share of off-site road improvements identified in the Traffic Impact Assessment.

DocuSign Envelope ID: 407C538B-D41A-4E2B-A5B5-16E02C34E30D

TIA CONTRIBUTION AGREEMENT

This TIA CONTRIBUTION AGREEMENT ("Agreement") is made by and between Lennar Homes of Texas Land & Const Ltd, hereinafter called the "**Developer**", and **Hays County**, a political subdivision of the State of Texas, hereinafter called the "**County**," regarding Sunset Oaks Sec 4 Phase 1A, a subdivision recorded Document Number 21027903, of the Plat Records of Hays County, Texas, consisting of 144 residential lots.

WITNESSETH:

WHEREAS, the County has, or is contemplating, entering into this TIA Contribution Agreement with the Developer to facilitate the construction by the County of certain offsite traffic improvements with a subtotal of $727,400.00 (the estimated "**Project Costs**") which are related to the Sunset Oaks/Hymeadow Subdivision in Hays County, Texas (the "**Subdivision**"), said traffic improvements, as reflected on Table 1 attached hereto (the "**Project**").

WHEREAS, multiple parties own and are developing the Subdivision, and the County has, or will, enter into agreements with such parties requiring each party who owns and is developing a portion of the Subdivision to pay to the County $334.00 per residential lot in the portion of the Subdivision owned by that party as a contribution to the cost of the Project.

WHEREAS, the County agrees that so long as Developer pays Developer's Contribution (defined in Article 2) to the County, the amount so paid will represent all of Developer's financial or other responsibility or contributions for the Project and Developer will not be responsible for any other shared costs related to the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed.

Article 2. Funding and Work Responsibilities

Developer shall pay to the County Three Hundred Thirty-Four and No/100 Dollars ($334.00) for each residential lot in any recorded final plat within the portion of the Subdivision owned by Developer ("**Developer's Contribution**") within three (3) business days after recording of such final plat. TxDOT, the City of San Marcos, and Hays County have agreed that the Developer's Contribution for the Project is capped at $334.00 per final platted residential lot owned by Developer within the Subdivision, regardless of the total transportation cost. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds anticipated Project Costs. Offsite improvements required by the TIA will be built by Hays County using the funds contributed under this Agreement. Notwithstanding anything to the contrary

DocuSign Envelope ID: 407C538B-D41A-4E2B-A5B5-16E02C34E30D

contained herein, Developer shall remain solely responsible for the cost of all Driveway improvements reflected on Table 1 hereto located on Developer's property.

Article 3. Compliance with Conditions of TIA Contribution Agreement between Hays County and the Developer

The County acknowledges that the Developer has no responsibility for any Project Costs outside of the items mentioned in Article 2 herein.

Article 4. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

Hays County: 111 E. San Antonio
San Marcos, Texas 78666
ATTN: Mark Kennedy

Developer: Lennar Homes Land and Construction Ltd
13620 N FM 620, Bldg B, Suite 150, Austin, Tx 78717
ATTN: Bill Barton

And

ATTN:

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 5. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 6. Lawful Authority. The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

DocuSign Envelope ID: 407C538B-D41A-4E2B-A5B5-16E02C34E30D

Article 7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 8. Indemnification. It is understood and agreed between the Parties that the County and the Developer, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 9. Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

Article 10. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 11. No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Article 12. Public Information Act. Hays County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 13. Additional Documents. The Developer and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Article 14. Compliance with Laws. In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 15. Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This TIA Contribution Agreement is hereby EXECUTED on this ____ day of _____, 2021.

DocuSign Envelope ID: 407C538B-D41A-4E2B-A5B5-16E02C34E30D

County of Hays:

By: _____
The Honorable Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine H. Cardenas, Hays County Clerk

Developer:

Lennar Homes Land and Construction Ltd

DocuSigned by:
By: Kevin Pape
C77BBE01BE514A1...
Name: Kevin Pape
Title: Vice President land development

DocuSign Envelope ID: A9076596-6806-40C2-8064-1A9E26210B9B

TIA CONTRIBUTION AGREEMENT

This TIA CONTRIBUTION AGREEMENT ("Agreement") is made by and between Lennar Homes Land & Const Ltd., hereinafter called the "**Developer**", and **Hays County**, a political subdivision of the State of Texas, hereinafter called the "**County**," regarding Sunset Oaks, Sec 4, Phase 1B, a subdivision recorded Document Number 21027908, of the Plat Records of Hays County, Texas, consisting of 123 residential lots.

WITNESSETH:

WHEREAS, the County has, or is contemplating, entering into this TIA Contribution Agreement with the Developer to facilitate the construction by the County of certain offsite traffic improvements with a subtotal of $727,400.00 (the estimated "**Project Costs**") which are related to the Sunset Oaks/Hymeadow Subdivision in Hays County, Texas (the "**Subdivision**"), said traffic improvements, as reflected on Table 1 attached hereto (the "**Project**").

WHEREAS, multiple parties own and are developing the Subdivision, and the County has, or will, enter into agreements with such parties requiring each party who owns and is developing a portion of the Subdivision to pay to the County $334.00 per residential lot in the portion of the Subdivision owned by that party as a contribution to the cost of the Project.

WHEREAS, the County agrees that so long as Developer pays Developer's Contribution (defined in Article 2) to the County, the amount so paid will represent all of Developer's financial or other responsibility or contributions for the Project and Developer will not be responsible for any other shared costs related to the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed.

Article 2. Funding and Work Responsibilities

Developer shall pay to the County Three Hundred Thirty-Four and No/100 Dollars ($334.00) for each residential lot in any recorded final plat within the portion of the Subdivision owned by Developer ("**Developer's Contribution**") within three (3) business days after recording of such final plat. TxDOT, the City of San Marcos, and Hays County have agreed that the Developer's Contribution for the Project is capped at $334.00 per final platted residential lot owned by Developer within the Subdivision, regardless of the total transportation cost. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds anticipated Project Costs. Offsite improvements required by the TIA will be built by Hays County using the funds contributed under this Agreement. Notwithstanding anything to the contrary

DocuSign Envelope ID: A9076596-6806-40C2-8064-1A9E26210B9B

contained herein, Developer shall remain solely responsible for the cost of all Driveway improvements reflected on Table 1 hereto located on Developer's property.

Article 3. Compliance with Conditions of TIA Contribution Agreement between Hays County and the Developer

The County acknowledges that the Developer has no responsibility for any Project Costs outside of the items mentioned in Article 2 herein.

Article 4. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

Hays County: 111 E. San Antonio
San Marcos, Texas 78666
ATTN: Mark Kennedy

Developer: Lennar Homes of Texas Land & Const, Ltd.
~~13620 N Fm 620, Bldg B, Suite~~ 150, Austin, Tx 78717
~~Bill Barton~~
ATTN: _____

And

_____
_____
ATTN: _____

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 5. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 6. Lawful Authority. The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

DocuSign Envelope ID: A9076596-6806-40C2-8064-1A9E26210B9B

Article 7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 8. Indemnification. It is understood and agreed between the Parties that the County and the Developer, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 9. Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

Article 10. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 11. No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Article 12. Public Information Act. Hays County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 13. Additional Documents. The Developer and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Article 14. Compliance with Laws. In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 15. Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This TIA Contribution Agreement is hereby EXECUTED on this ____ day of _____, 2021.

DocuSign Envelope ID: A9076596-6806-40C2-8064-1A9E26210B9B

County of Hays:

By: _____
The Honorable Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine H. Cardenas, Hays County Clerk

Developer:

Lennar Homes Land & Construction Ltd.

DocuSigned by:
Kevin Pape
C77BBF01BF514A1...

By: _____
Name: Kevin Pape
Title: Vice President land development

Table 1: Probable Cost for Recommended Improvements (2027)

ID	Location	Improvement	Construction Subtotal	Developer's Pro Rata Share %	Developer's Construction Cost
101	SH 21 and Yarrington Road	Restripe Left-Turn Bay (220 feet) - Eastbound	$2,000.00	31%	$620.00
		Restripe Right-Turn Bay (475 feet) - Southbound	$2,000.00		$620.00
		Install 3 Approach Traffic Signal - Intersection	$225,000.00		$69,750.00
		Add Left-Turn Bay (220 feet) to Create Dual Left-Turns – Eastbound**	$114,000.00		$35,350.00
102 & 103	I-35 Frontage Roads and Yarrington Road	Modify Signal Timing - Intersection	$5,000.00	27%	$1,350.00
		Restripe Left-Through - Southbound (I-35 and Southbound Frontage Road)**	$2,000.00		$550.00
		Restripe Through Lane – Eastbound (I-35 and Northbound Frontage Road)**	$2,000.00		$550.00
104	SH 21 and FM 1966	Restripe Right-Turn Bay - Northbound	$2,000.00	23%	$460.00
		Install 3 Approach Traffic Signal - Intersection	$225,000.00		$51,750.00
		Add Left-Turn Bay (250 feet) – Westbound**	$114,000.00		$26,200.00
105	SH 21 and FM 150	Restripe Right-Turn Bay - Southbound	$2,000.00	16%	$320.00
		Modify Signal Timing - Intersection	$5,000.00		$800.00
106 & 107	SH 21 and TX 80 Frontage Roads	Install Two 3 Approach Traffic Signals	$450,000.00	7%	$31,500.00
		Restripe Left-Turn Bay – Eastbound (at the Eastbound Frontage Rd)	$2,000.00	24%	$480.00
		Modify Signal Timing	$5,000.00		$1,200.00
		Increase Right-Turn Bay Radius – Southbound (at the Westbound Frontage Rd)	$233,000.00		$55,900.00
203	Driveway 3 and Yarrington Rd	Install 3 Approach Traffic Signal - Intersection	$225,000.00	-	$225,000.00
208	Driveway 8 and SH 21	Install 3 Approach Traffic Signal - Intersection	$225,000.00	-	$225,000.00
		Subtotal for Offsite Improvements	**$1,840,000.00**		**$727,400.00***
203	Driveway 3 and Yarrington Rd	Add Left-Turn Bay (200 feet) - Eastbound	$95,000.00	-	$95,000.00
		Add Right-Turn Bay (200 feet) - Westbound	$77,650.00		$77,650.00
205	Driveway 5 and SH 21	Add Left-Turn Bay (200 feet) - Northbound	$95,000.00	-	$95,000.00
207	Driveway 7 and SH 21	Add Left-Turn Bay (200 feet) - Northbound	$95,000.00	-	$95,000.00
208	Driveway 8 and SH 21	Add Left-Turn Bay (250 feet) - Northbound	$114,000.00	-	$114,000.00
		Add Right-Turn Bay (200 feet) - Southbound	$77,650.00		$77,650.00
		Subtotal for Driveway Improvements	**$554,300.00**		**$554,300.00***
		Total	**$2,394,300.00**		**$1,281,700.00***

**Recommended improvements and associated costs for 2027 full build-out conditions are based on estimations of other future developments and roadway projects in the area and should be reevaluated at a time when more details are available.*

***While these improvements are not required to satisfy LOS requirements, they are included at the request of the City of San Marcos to mitigate expected queues*

Future build-out timelines for the Whisper and La Salle tracts are relatively unknown at this point. However, due to the large-scale nature of these background projects, their impact on future traffic in the study area is significant. For this reason, it is recommended that future full build-out recommendations for the Sunset Oaks development be confirmed when site plans and timelines for surrounding developments are known and when the exact impacts of FM 110 on traffic patterns within the study area can be observed and documented.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the county judge to execute two TIA Contribution Agreement with Arroyo Cap11-1, LLC for off-site road improvements related to Hymeadow Section 2 Phase 1 (81 residential lots), and Hymeadow Section 2 Phase 2 (87 residential lots) in Precinct 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Upon execution of this agreement, Arroyo Cap 11-2 LLC shall make payment to Hays County of $56,112 for its share of off-site road improvements identified in the Traffic Impact Assessment.

TIA CONTRIBUTION AGREEMENT

This TIA CONTRIBUTION AGREEMENT ("Agreement") is made by and between **Arroyo Cap II-1, LLC**, a Delaware limited liability company, hereinafter called the "**Developer**", and **Hays County**, a political subdivision of the State of Texas, hereinafter called the "**County**" regarding HYMEADOW SECTION THREE PHASE ONE, a subdivision recorded in Document No. 21033877, Official Public Records of Hays County, Texas, consisting of 81 residential lots, and HYMEADOW SECTION THREE PHASE TWO, a subdivision recorded in Document No. 21033872, Official Public Records of Hays County, Texas, consisting of 87 residential lots.

WITNESSETH:

WHEREAS, the County has, or is contemplating, entering into this TIA Contribution Agreement with the Developer to facilitate the construction by the County of certain offsite traffic improvements with a subtotal of $727,400.00 (the estimated "**Project Costs**") which are related to the Sunset Oaks/Hymeadow Subdivision in Hays County, Texas (the "**Subdivision**"), said traffic improvements, as reflected on Table 1 attached hereto (the "**Project**").

WHEREAS, multiple parties own and are developing the Subdivision, and the County has, or will, enter into agreements with such parties requiring each party who owns and is developing a portion of the Subdivision to pay to the County $334.00 per residential lot in the portion of the Subdivision owned by that party as a contribution to the cost of the Project.

WHEREAS, the County agrees that so long as Developer pays Developer's Contribution (defined in Article 2) to the County, the amount so paid will represent all of Developer's financial or other responsibility or contributions for the Project and Developer will not be responsible for any other shared costs related to the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed.

Article 2. Funding and Work Responsibilities

Developer shall pay to the County Three Hundred Thirty-Four and No/100 Dollars ($334.00) for each residential lot in any recorded final plat within the portion of the Subdivision owned by Developer ("**Developer's Contribution**") within three (3) business days after the later of recording of such final plat or execution of this Agreement. TxDOT, the City of San Marcos, and Hays County have agreed that the Developer's Contribution for the Project is capped at $334.00 per final platted residential lot owned by Developer within the Subdivision, regardless of the total transportation cost. Developer has no further financial or other responsibility for the Project

regardless of whether the Project exceeds anticipated Project Costs. Offsite improvements required by the TIA will be built by Hays County using the funds contributed under this Agreement. Notwithstanding anything to the contrary contained herein, Developer shall remain solely responsible for the cost of all Driveway improvements reflected on Table 1 hereto located on Developer's property.

Article 3. Compliance with Conditions of TIA Contribution Agreement between Hays County and the Developer

The County acknowledges that the Developer has no responsibility for any Project Costs outside of the items mentioned in Article 2 herein.

Article 4. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

Hays County:	111 E. San Antonio San Marcos, Texas 78666 ATTN: Mark Kennedy
Developer:	c/o Arroyo Capital, LLC 18575 Jamboree Rd., Suite 350 Irvine, California 92612 Attn.: Leigh Austin
With copy to:	c/o Oaktree Capital Management, L.P. 333 S. Grand Ave., 28th Floor Los Angeles, CA 90071 Attn.: Jason Keller
And copy to:	c/o Oaktree Capital Management, L.P. 333 S. Grand Ave., 28th Floor Los Angeles, CA 90071 Attn.: Cary L. Kleinman
And copy to:	Rutan & Tucker, LLP 18575 Jamboree Rd., Suite 900 Irvine, CA 92612 Attn.: F. Kevin Brazil, Esq.
And copy to:	Starlight Homes Texas L.L.C. 10721 Research Blvd, Suite B-210 Austin, Texas 78759 Attn: Keith Pearson

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 5. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 6. Lawful Authority. The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

Article 7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 8. Indemnification. It is understood and agreed between the Parties that the County and the Developer, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 9. Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

Article 10. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 11. No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Article 12. Public Information Act. Hays County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 13. Additional Documents. The Developer and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Article 14. Compliance with Laws. In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 15. Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This TIA Contribution Agreement is hereby EXECUTED on this _____day of _____, 2021.

County of Hays:

By:_____
The Honorable Ruben Becerra
Hays County Judge

ATTEST:

_____
Elaine H. Cardenas, Hays County Clerk

Developer:

ARROYO CAP II-1, LLC, a
Delaware limited liability company

By: Arroyo Capital II, LLC, a Delaware
limited liability company, its sole member

By: _____
Jeffrey B. Brouelette, Executive Vice President

Table 1: Probable Cost for Recommended Improvements (2027)

ID	Location	Improvement	Construction Subtotal	Developer's Pro Rata Share %	Developer's Construction Cost
101	SH 21 and Yarrington Road	Restripe Left-Turn Bay (220 feet) - Eastbound	$2,000.00	31%	$620.00
		Restripe Right-Turn Bay (475 feet) - Southbound	$2,000.00		$620.00
		Install 3 Approach Traffic Signal - Intersection	$225,000.00		$69,750.00
		Add Left-Turn Bay (220 feet) to Create Dual Left-Turns – Eastbound**	$114,000.00		$35,350.00
102 & 103	I-35 Frontage Roads and Yarrington Road	Modify Signal Timing - Intersection	$5,000.00	27%	$1,350.00
		Restripe Left-Through - Southbound (I-35 and Southbound Frontage Road)**	$2,000.00		$550.00
		Restripe Through Lane – Eastbound (I-35 and Northbound Frontage Road)**	$2,000.00		$550.00
104	SH 21 and FM 1966	Restripe Right-Turn Bay - Northbound	$2,000.00	23%	$460.00
		Install 3 Approach Traffic Signal - Intersection	$225,000.00		$51,750.00
		Add Left-Turn Bay (250 feet) – Westbound**	$114,000.00		$26,200.00
105	SH 21 and FM 150	Restripe Right-Turn Bay - Southbound	$2,000.00	16%	$320.00
		Modify Signal Timing - Intersection	$5,000.00		$800.00
106 & 107	SH 21 and TX 80 Frontage Roads	Install Two 3 Approach Traffic Signals	$450,000.00	7%	$31,500.00
		Restripe Left-Turn Bay – Eastbound (at the Eastbound Frontage Rd)	$2,000.00	24%	$480.00
		Modify Signal Timing	$5,000.00		$1,200.00
		Increase Right-Turn Bay Radius – Southbound (at the Westbound Frontage Rd)	$233,000.00		$55,900.00
203	Driveway 3 and Yarrington Rd	Install 3 Approach Traffic Signal - Intersection	$225,000.00	-	$225,000.00
208	Driveway 8 and SH 21	Install 3 Approach Traffic Signal - Intersection	$225,000.00	-	$225,000.00
		Subtotal for Offsite Improvements	**$1,840,000.00**		**$727,400.00***
203	Driveway 3 and Yarrington Rd	Add Left-Turn Bay (200 feet) - Eastbound	$95,000.00	-	$95,000.00
		Add Right-Turn Bay (200 feet) - Westbound	$77,650.00		$77,650.00
205	Driveway 5 and SH 21	Add Left-Turn Bay (200 feet) - Northbound	$95,000.00	-	$95,000.00
207	Driveway 7 and SH 21	Add Left-Turn Bay (200 feet) - Northbound	$95,000.00	-	$95,000.00
208	Driveway 8 and SH 21	Add Left-Turn Bay (250 feet) - Northbound	$114,000.00	-	$114,000.00
		Add Right-Turn Bay (200 feet) - Southbound	$77,650.00		$77,650.00
		Subtotal for Driveway Improvements	**$554,300.00**		**$554,300.00***
		Total	**$2,394,300.00**		**$1,281,700.00***

**Recommended improvements and associated costs for 2027 full build-out conditions are based on estimations of other future developments and roadway projects in the area and should be reevaluated at a time when more details are available.*

***While these improvements are not required to satisfy LOS requirements, they are included at the request of the City of San Marcos to mitigate expected queues*

Future build-out timelines for the Whisper and La Salle tracts are relatively unknown at this point. However, due to the large-scale nature of these background projects, their impact on future traffic in the study area is significant. For this reason, it is recommended that future full build-out recommendations for the Sunset Oaks development be confirmed when site plans and timelines for surrounding developments are known and when the exact impacts of FM 110 on traffic patterns within the study area can be observed and documented.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to sign a Professional Services Agreement between Hays County and WSB and Associates for engineering services related to the Highway Safety Improvement (HSIP) Grant for Winters Mill Parkway (illumination and pavement markings) in Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 1, 2022	$56,083.75

LINE ITEM NUMBER

020-710-]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

Hays County has received an HSIP federal grant through TXDOT for Winters Mill Parkway that will partially fund dark sky compliant illumination along the length of Winters Mill as well as reflectorized profile pavement markers (for the centerline and lane edge lines). The federal grant award is for $368,429 and the local required match is $76,449. Engineering services will be applied to the local match. The Court previously approved an Advanced Funding Agreement with TXDOT on July 13, 2021, and chose WSB to perform the engineering work on July 27, 2021. The PSA and scope and fee are attached. This contract will be funded out of the Transportation Department budget.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. (hereinafter "Contractor"), whose primary place of business is located at 1221 South MoPac Expressway, Suite 355, Austin, Texas 78746, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of _____, 20__ (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Contractor to provide professional planning, engineering, and design services as needed to develop Plans, Specifications, and Estimates for illumination and pavement marking improvements to Winters Mill Parkway in Hays County TX. "See Attached Scope"

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of **Jerry Borcherding** and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed **three hundred and sixty five (365)** days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Fifty Six Thousand and Eighty Four dollars ($56,084 USD) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION
Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE
Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect

that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

By: Ruben Becerra
Hays County Judge

WSB & Associates, Inc.

By: James W. Kennedy
Vice-President

EXHIBIT A-1

Scope of Work

EXHIBIT A-1
SERVICES TO BE PROVIDED BY THE ENGINEER FOR WINTERS MILL PARKWAY

PROJECT DESCRIPTION

Project Limits
The project limits are on Winters Mill Parkway from RM 12 to RM 3237 in Wimberly, TX.

Summary of Services
Services will include development of PS&E documents for the construction of dark sky compliant continuous roadway illumination and raised profile pavement markers on approximately 2.1-mile segment of Winters Mill Parkway between RM 12 and RM 3237. Winters Mill Parkway is currently a two-lane undivided roadway within the project limits without any roadway lighting.

Design Criteria
The proposed design criteria for the project will be developed from Hays County, TxDOT, and NEC design criteria.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**4** months assumed):

      - Submit monthly progress status reports to the Hays County. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
      - For each deliverable submittal, provide evidence upon request of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of Hays County.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**2** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. ILLUMINATION DESIGN

a. Data Collection:

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, and existing and proposed utility plans. Obtain construction plans for projects within the project limits and abutting roadways. Obtain approved and proposed plats of development projects withing the corridor.
- Review the data collected and organize the information.
- Research dark sky compliant lighting options. Coordinate as needed with the vendors and/or TxDOT to obtain lighting contour files associated with proposed lighting options.

- Coordinate with Texas811 to markup existing utilities.
- Conduct a field investigation of the project corridor and the surrounding area to determine field conditions including photographic record of notable existing features.

b. PS&E Design:

- Perform field work that may include but not be limited to taking measurements, locating utilities, locating existing illumination equipment, identifying existing conditions, and taking digital photos of the locations.
- Prepare base drawings using as built plans/design files and LIDAR data for Winters Mill Parkway obtained from the County/TxDOT and/or aerial maps available online. [NOTE: Design survey, SUE and utility drawings are not available and are not included in the scope of this project.]
- Prepare layouts for dark sky compliant continuous illumination design according to current State specifications, district format, and approved city preferences.
- Perform photometric analysis using lighting templates obtained from TxDOT and/or vendor and identify locations of the light poles.
- Provide a preliminary layout for initial review and approval by the County/TxDOT.
- Perform revisions to the plans due to any comments received from the County and TxDOT.
- Prepare PS&E Package in accordance with the applicable requirements of County and TxDOT's Specifications and Manuals (latest revision) as provided by TxDOT and available on TxDOT's website.
- Provide illumination design layouts, circuit wiring diagrams showing the number of luminaires on each circuit, electrical conductors, length of runs, and service pole assemblies.
- Contact the local utility company to confirm electrical power for illumination equipment and identify conflicts with overhead and underground utility lines. Obtain meter addresses (if available) from the County/City of Wimberly. Identify utility company, contact person, and phone number on plans.
- Perform revisions to the plans due to any comments received from the County and TxDOT.
- Verify that proposed illumination work meets the requirements of the National Electrical Code (NEC) and the TxDOT Highway Illumination Manual.

c. **Deliverables:**

- Provide Preliminary layout showing lighting type, light pole, and electrical service locations.
- Provide copies of the PS&E Package 60%, 90%, and 100% submittal schedules.
- Provide electronic files of the design and PS&E Package.

3. DESIGN OF RAISED PROFILE PAVEMENT MARKERS

a. Data Collection:

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, and existing and proposed utility plans. Obtain construction plans for projects within the project limits and abutting roadways. Obtain approved and proposed plats of development projects withing the corridor.
- Review the data collected and organize the information.

- Research and investigate dark sky compliant lighting options and obtain lighting contour information.
- Conduct a field investigation of the project corridor and the surrounding area to determine field conditions including photographic record of notable existing features.

b. PS&E Design:

- Prepare layouts and PS&E Package for raised profile pavement markers in accordance with the applicable requirements of the County and TxDOT's Specifications and Manuals (latest revision) as provided by TxDOT and available on the TxDOT's website. The designs shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices.
- Provide copies of the pavement marking design layouts including removals.

c. **Deliverables:**

- Provide copies of the PS&E Package at 60%, 90%, and 100% submittal schedules.
- Provide electronic files of the design and PS&E Package.

4. ENVIRONMENTAL DOCUMENTATION

a. **ECOS Scoping**

- The Technical Expert shall complete a C-List Categorical Exclusion (CE) for the proposed project. The Technical Expert shall perform all work in compliance and accordance with Texas Department of Transportation's (TxDOT) latest practices, criteria, specifications, policies, procedures, and Environmental Compliance Toolkits relevant to the environmental documentation. All documents will be sufficient to satisfy the procedures given in the current Environmental Compliance Toolkit available from TxDOT with regards to a C-List CE.

b. **Deliverables:**

- Provide documentation to complete Work Plan Development Tool Section I (Project Definition) and Section II (Tool) in TxDOT's Texas Environmental Compliance Oversight System (ECOS).

c. Assumptions:

- This scope of work assumes the project qualifies as a CE, that no substantial excavation, as defined by the Texas Department of Transportation (TxDOT), will occur, and that no additional coordination with additional regulatory agencies will be necessary.

- This task assumes that no species analysis or cultural resource studies are necessary.

- If the project no longer qualifies as a CE, if substantial excavation will occur, or coordination with additional regulatory agencies is necessary, a new scope of work will be provided.

- This task does not include the development of resource tech memos, detailed analysis (i.e. archeology, historic resources, hazardous materials, waters of the U.S. endangered species, etc.), or additional permitting or coordination with the Texas Commission on Environmental

Quality (TCEQ), Texas Historical Commission (THC), U.S. Army Corps of Engineers (USACE) or the U.S. Fish and Wildlife Service (USFWS).

5. EXCLUSIONS:

- The following items are not included in this work authorization:
  - HIGH-MAST LIGHTING DESIGN
  - SURVEY
  - SUE INVESTIGATION
  - GEOTECHNICAL SERVICES
  - ROW MAPPING AND ACQUISITION
  - CONSTRUCTION PHASE SERVICES
  - UTILITY COORDINATION OR RELOCATION ESTIMATES

EXHIBIT B

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

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

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

PRODUCER
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Kasi Heilig
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: kasi.heilig@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co PittsburghPA	19445
INSURER B : QBE Specialty Insurance Company	11515
INSURER C : Princeton Excess & Surplus Lines Ins Co	10786
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WSBASSOCIA
WSB & Associates Inc
dba WSB Engineers and Surveyors Inc
1221 S MoPac Expy, #355
Austin TX 78746

COVERAGES **CERTIFICATE NUMBER:** 194388020 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL5425678	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA4693553	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	82A3FF000283401	3/1/2021	3/1/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC015853268	3/1/2021	3/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Liability			MQSX0000715201	3/1/2021	3/1/2022	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company B and Company C are subject to statutes and regulations of surplus lines carriers.
County, its directors, officers and employees are Additional Insured on a primary non-contributory basis as required by written contract or agreement limited to General Liability, Automobile Liability and Umbrella Liability Coverage. A Waiver of Subrogation applies on General Liability, Automobile Liability, Workers Compensation and Umbrella Liability in favor of the Additional Insured as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER
Hays County
111 E. San Antonio Street
Room 202
San Marcos TX 78666

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

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

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PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co.	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

WSB & Associates, Inc.
dba WSB Engineers and Surveyors Inc
1221 S MoPac Expy, #355
Austin TX 78746

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 14A **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			DPR9984220	10/01/2021	10/01/2022	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

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

*Professional Liability Per Claim Deductible - $50,000

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

Hays County
111 East San Antonio Street
Suite 300
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa M. Andersons

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #050104Y in the amount of $28,303.26, release of the revegetation bond #064816P in the amount of $14,571.85, and the acceptance of roads into the county road maintenance system for Reunion Ranch subdivision, Phase 3, Section 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SMITH	N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Jacksdaw Drive (2,377 ft.), a segment of Reunion Blvd. (349 ft.).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to call for a public hearing on February 15, 2022 to establish a 3-way stop location on Purgatory Road at the intersection with Hugo Road.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

In response to multiple instances of near-miss accidents from large trucks traveling at high speeds from Comal County into Hays County, there is a need to establish a 3-way stop location on Purgatory Road at Hugo Road. New stop signs will be installed on Purgatory Rd, Hugo Rd currently has a stop sign.

POSSIBLE 3-WAY STOP LOCATION:
Purgatory Road at Hugo Road
Legend
Cielo Ranch Rd
215
Purgatory Road
Existing
New
STOP
STOP
Hugo Road
Hugo Rd
Live Oak Ln
STOP
New
214
Purgatory Road
Purgatory Rd
Google Earth
© 2020 Google
510
1000 ft
N

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of $1,973,434.14 for Sunset Oaks, Section 4, Phase 2B Subdivision (Bond No. 30142525).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

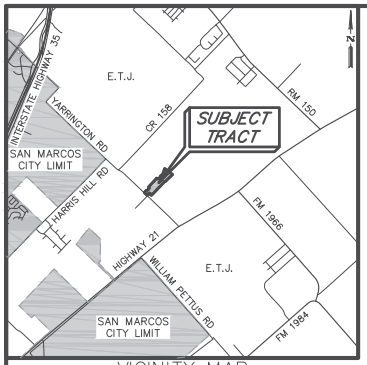
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

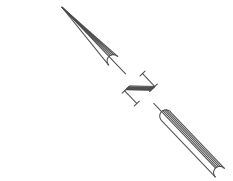
SUMMARY

The final plat for Sunset Oaks, Section 4, Phase 2B subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been conditionally approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.



VICINITY MAP
NOT TO SCALE

MATCH LINE SHEET 2
MATCH LINE SHEET 1



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GRAPHIC SCALE: 1" = 100'

LEGEND

NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
○	SET 1/2" IRON ROD W/CAP "BGE INC"
●	FOUND 1/2" IRON ROD
●"c"	FOUND 1/2" IRON ROD W/CAP "CHAPARRAL BOUNDARY"
.....	PROPOSED SIDEWALK
(N)	BLOCK IDENTIFICATION
	BEST AVAILABLE 100 YEAR FLOODPLAIN
	F.E.M.A. 100 YEAR FLOODPLAIN
	WETLANDS
	SCALE BREAK SYMBOL
	CITY OF SAN MARCOS CONTROL MONUMENT

KYLE THREE PARTNERS, LP
REMAINDER OF A CALLED 199.17 ACRES
VOLUME 2940, PAGE 201 O.P.R.H.C.

WILLIAM HEMPHILL SURVEY, A-221

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	STREET CLASSIFICATION
AMBER GLEN	VARIES	1,358 FT.	MINOR COLL./URBANIZED LOCAL ROADWAY
FELDSPAR WAY	50 FT.	417 FT.	URBANIZED LOCAL ROADWAY
AGATE CLIFF DRIVE	50 FT.	1,497 FT.	URBANIZED LOCAL ROADWAY
SOAPSTONE PASS	50 FT.	791 FT.	URBANIZED LOCAL ROADWAY
TOTAL LINEAR FEET		4,063 FT.	URBANIZED LOCAL ROADWAY

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	133	14.395 AC.
OPEN SPACE	1	6.507 AC.
RIGHT-OF-WAY	–	4.811 AC.
RIGHT-OF-WAY DEDICATION	–	0.263 AC.
TOTAL	134	25.976 AC.

BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 0.99988844

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

FELDSPAR WAY (PUBLIC 50' R.O.W.)
AGATE CLIFF DRIVE (50' PUBLIC R.O.W.)
AMBER GLEN (62' PUBLIC R.O.W.)
SOAPSTONE PASS (50' PUBLIC R.O.W.)
FELDSPAR WAY (50' R.O.W.)
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. CALLED 22.626 ACRES DOCUMENT NO. 21048840 O.P.R.H.C.
FUTURE SUNSET OAKS SECTION 4, PHASE 2A DOC.NO.
GYPSUM VALLEY (50' R.O.W.)
GABBRO GARDENS (50' R.O.W.)
SUNSET OAKS SECTION 4, PHASE 1A DOC. NO. 21027903 O.P.R.H.C.
GEODE GLEN (62' R.O.W.) DOC. NO. 21027903 O.P.R.H.C.
SOAPSTONE PASS (50' R.O.W.) DOC. NO. 21027903 O.P.R.H.C.
AMBER GLEN (62' R.O.W.) DOC. NO. 21027903 O.P.R.H.C.
22 FUTURE DEVELOPMENT
21 OPEN SPACE & EASEMENT
SUNSET OAKS SECTION 4, PHASE 1A DOC. NO. 21027903 O.P.R.H.C.
22 FUTURE DEVELOPMENT
30' TREATED WATER PIPELINE EASEMENT VOLUME 2824, PAGE 438 O.P.R.H.C.
15' P.U.E. HEREBY DEDICATED
0.263 ACRE R.O.W. HEREBY DEDICATED
N 45°48'22" W 286.74'
P.O.B.
YARRINGTON ROAD (COUNTY ROAD 159)
(R.O.W. VARIES)
NO REFERENCE FOUND
LOT 12 PAUL W. WEBBER VOL.937, PG. 429 O.P.R.H.C.
LOT 1 EMILIO ERNEST BARROS AND NORMA GONZALES VOL. 3432, PG. 169 O.P.R.H.C.
WHISPER MASTER COMMUNITY LIMITED PARTNERSHIP (TRACT 2) CALLED 102.748 ACRES DOC. NO. 16013079 O.P.R.H.C.
ALAN DALE LOWDEN AND SHARON LANETTE LOWDEN CALLED 14.06 ACRES DOC. NO. 19026798 O.P.R.H.C.
THE FARMS VOL. 1, PGS. 153-154 P.R.H.C.
C.O.S.M. GPS PT. 17
GRID COORDINATES
N 13,850,303.88
E 2,289,665.49
ELEV. 667.82'
NAVD88
C.O.S.M. GPS PT. 09
GRID COORDINATES:
N 13,851,094.35
E 2,291,476.19
ELEV. 649.73'
NAVD88

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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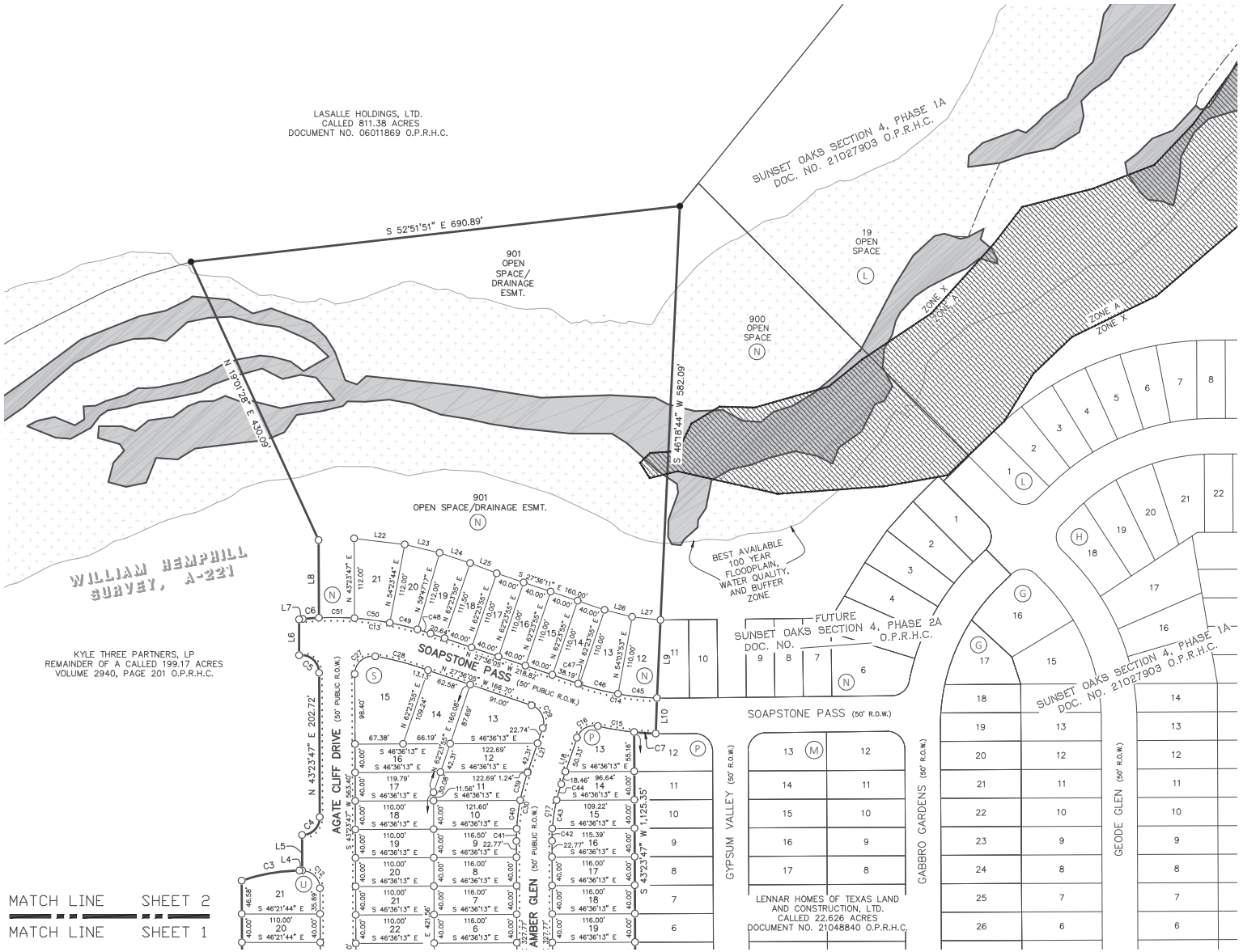

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GRAPHIC SCALE: 1" = 100'

LEGEND

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N.T.S.	NOT TO SCALE
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
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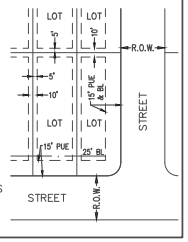
·····	PROPOSED SIDEWALK
(N)	BLOCK IDENTIFICATION
	BEST AVAILABLE 100 YEAR FLOODPLAIN
	F.E.M.A. 100 YEAR FLOODPLAIN
	WETLANDS
	SCALE BREAK SYMBOL

TYPICAL PUBLIC UTILITY EASEMENTS

N.T.S.

AN EASEMENT IS HEREBY DEDICATED FOR THE USE OF PUBLIC UTILITIES, BEING 15 FEET ALONG THE ROAD FRONTAGE LOT LINE OF EACH LOT AND FIVE FEET ALONG THE SIDE AND BACK LOT LINES OF EACH LOT.



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TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\San Antonio Projects\7732-00 - Sunset Oaks\03 - Phase 2B\06_Survey\04_Finals\Drawings\Plat\7732-02_Sunset_Oaks_Phase2B_Plat.dwg, 10/28/2021 8:15 AM, dberger, 1:0

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
12	N	0.120	5,242
13	N	0.122	5,299
14	N	0.101	4,400
15	N	0.101	4,400
16	N	0.101	4,400
17	N	0.101	4,400
18	N	0.102	4,430
19	N	0.109	4,746
20	N	0.116	5,050
21	N	0.155	6,739
901	N	6.507	283,437

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
20	O	0.123	5,361
21	O	0.101	4,400
22	O	0.101	4,400
23	O	0.101	4,400
24	O	0.101	4,400
25	O	0.101	4,400
26	O	0.101	4,400
27	O	0.101	4,400
28	O	0.101	4,400
29	O	0.101	4,400
30	O	0.101	4,400
31	O	0.101	4,400
32	O	0.101	4,400
33	O	0.101	4,415
34	O	0.103	4,470
35	O	0.104	4,549
36	O	0.106	4,636
37	O	0.108	4,722
38	O	0.134	5,832

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
13	P	0.119	5,174
14	P	0.095	4,132
15	P	0.104	4,515
16	P	0.106	4,637
17	P	0.107	4,640
18	P	0.107	4,640
19	P	0.107	4,640
20	P	0.107	4,640
21	P	0.107	4,640
22	P	0.107	4,640
23	P	0.107	4,640
24	P	0.130	5,667

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	Q	0.139	6,069
2	Q	0.101	4,406
3	Q	0.101	4,406
4	Q	0.101	4,406
5	Q	0.101	4,405
6	Q	0.101	4,405
7	Q	0.101	4,400

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	R	0.144	6,286
2	R	0.119	5,172
3	R	0.119	5,179
4	R	0.119	5,186
5	R	0.146	6,374
6	R	0.102	4,440
7	R	0.103	4,475
8	R	0.102	4,450
9	R	0.101	4,400
10	R	0.101	4,400
11	R	0.101	4,400
12	R	0.101	4,400
13	R	0.101	4,400
14	R	0.101	4,400
15	R	0.101	4,400
16	R	0.101	4,400
17	R	0.101	4,400
18	R	0.101	4,400
19	R	0.101	4,400

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
20	R	0.101	4,400
21	R	0.123	5,366
22	R	0.123	5,366
23	R	0.101	4,400
24	R	0.101	4,400
25	R	0.101	4,400
26	R	0.101	4,400
27	R	0.101	4,400
28	R	0.101	4,400
29	R	0.101	4,400
30	R	0.101	4,400
31	R	0.101	4,400
32	R	0.101	4,400
33	R	0.101	4,400
34	R	0.101	4,401
35	R	0.100	4,372
36	R	0.100	4,369
37	R	0.101	4,406

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	S	0.130	5,666
2	S	0.107	4,640
3	S	0.107	4,640
4	S	0.107	4,640
5	S	0.107	4,640
6	S	0.107	4,640
7	S	0.107	4,640
8	S	0.107	4,640
9	S	0.107	4,643
10	S	0.109	4,744
11	S	0.113	4,922
12	S	0.113	4,907
13	S	0.177	7,721
14	S	0.141	6,162

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
15	S	0.231	10,069
16	S	0.116	5,067
17	S	0.104	4,539
18	S	0.101	4,400
19	S	0.101	4,400
20	S	0.101	4,400
21	S	0.101	4,400
22	S	0.101	4,400
23	S	0.101	4,400
24	S	0.101	4,400
25	S	0.101	4,400
26	S	0.101	4,400
27	S	0.123	5,366

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	U	0.123	5,365
2	U	0.101	4,400
3	U	0.101	4,400
4	U	0.101	4,400
5	U	0.101	4,400
6	U	0.101	4,400
7	U	0.101	4,400
8	U	0.101	4,400
9	U	0.101	4,400
10	U	0.101	4,400
11	U	0.101	4,400
12	U	0.101	4,400
13	U	0.101	4,400
14	U	0.101	4,400
15	U	0.101	4,400
16	U	0.101	4,400
17	U	0.101	4,400
18	U	0.101	4,400
19	U	0.101	4,400
20	U	0.101	4,400
21	U	0.142	6,168

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 46°21'40" E	13.49'
L2	N 43°36'14" E	50.00'
L3	N 46°21'44" W	81.40'
L4	S 46°36'13" E	3.79'
L5	N 43°23'47" E	50.00'
L6	N 43°38'16" E	50.37'
L7	S 52°30'10" E	5.33'
L8	N 43°23'47" E	109.17'
L9	S 46°13'59" W	109.77'
L10	S 45°36'38" W	50.00'
L11	N 46°21'43" W	94.09'
L12	N 40°30'03" W	62.01'
L13	S 49°29'58" W	11.50'
L14	N 46°21'43" W	11.67'
L15	S 43°38'17" W	50.01'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L16	S 49°29'58" W	124.24'
L17	N 46°21'44" W	3.50'
L18	N 62°23'55" E	68.79'
L19	N 46°36'13" W	91.00'
L20	S 46°36'13" E	85.00'
L21	N 62°23'55" E	66.29'
L22	S 39°36'53" E	71.43'
L23	N 32°54'30" W	50.52'
L24	N 27°40'21" W	45.09'
L25	N 25°27'20" W	40.03'
L26	N 32°08'44" W	39.96'
L27	N 40°08'45" W	39.98'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	36.71'	25.00'	84°08'24"	S 88°25'51" E	33.50'
C2	41.83'	25.00'	95°51'40"	N 01°34'07" E	37.12'
C3	82.77'	245.00'	19°21'25"	S 56°16'55" E	82.38'
C4	39.27'	25.00'	90°00'00"	N 88°23'47" E	35.36'
C5	42.38'	25.00'	97°07'47"	N 05°10'07" W	37.49'
C6	22.64'	425.00'	3°03'10"	S 50°37'01" E	22.64'
C7	30.40'	435.00'	4°00'16"	N 42°23'32" W	30.40'
C8	41.83'	25.00'	95°52'21"	N 01°34'08" E	37.12'
C9	36.72'	25.00'	84°09'54"	N 88°25'52" W	33.51'
C10	43.26'	25.04'	98°59'46"	S 00°00'01" W	38.08'
C11	39.38'	25.00'	90°14'29"	N 88°31'02" E	35.43'
C12	39.27'	25.00'	90°00'00"	N 01°36'13" W	35.36'
C13	159.40'	425.00'	21°29'21"	N 38°20'45" W	158.47'
C14	112.85'	385.00'	16°47'38"	S 35°59'54" E	112.44'
C15	51.74'	435.00'	6°48'51"	S 36°58'59" E	51.70'
C16	36.66'	25.00'	84°01'32"	N 75°35'19" W	33.46'
C17	81.25'	245.00'	19°00'08"	S 52°53'51" W	80.88'
C18	39.27'	25.00'	90°00'00"	S 01°36'13" E	35.36'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C19	39.27'	25.00'	90°00'00"	S 88°23'47" W	35.36'
C20	67.21'	631.00'	6°06'10"	N 46°26'52" E	67.18'
C21	60.61'	569.00'	6°06'10"	N 46°26'52" E	60.58'
C22	39.27'	25.00'	90°00'00"	N 01°36'13" W	35.36'
C23	39.27'	25.00'	90°00'00"	S 88°23'47" W	35.36'
C24	66.57'	625.00'	6°06'10"	N 46°26'52" E	66.54'
C25	41.83'	25.00'	95°51'36"	S 01°34'09" W	37.12'
C26	39.27'	25.00'	90°00'00"	S 01°36'13" E	35.36'
C27	43.33'	25.00'	99°17'58"	N 86°57'14" W	38.11'
C28	63.50'	375.00'	9°42'10"	N 32°27'10" W	63.43'
C29	39.27'	25.00'	90°00'00"	N 17°23'55" E	35.36'
C30	97.84'	295.00'	19°00'08"	S 52°53'51" W	97.39'
C31	39.27'	25.00'	90°00'00"	N 88°23'47" E	35.36'
C32	28.79'	631.00'	2°36'51"	N 48°11'31" E	28.79'
C33	38.42'	631.00'	3°29'19"	N 45°08'26" E	38.41'
C34	21.90'	569.00'	2°12'19"	N 48°23'47" E	21.90'
C35	38.71'	569.00'	3°53'51"	N 45°20'42" E	38.70'
C36	12.50'	625.00'	1°08'45"	N 43°58'09" E	12.50'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C37	40.06'	625.00'	3°40'21"	N 46°22'42" E	40.05'
C38	14.01'	625.00'	1°17'04"	N 48°51'25" E	14.01'
C39	40.24'	295.00'	7°48'59"	S 58°29'26" W	40.21'
C40	40.36'	295.00'	7°50'17"	S 50°39'48" W	40.32'
C41	17.24'	295.00'	3°20'53"	S 45°04'13" W	17.24'
C42	17.24'	245.00'	4°01'56"	S 45°24'45" W	17.24'
C43	40.52'	245.00'	9°28'33"	S 52°10'00" W	40.47'
C44	23.49'	245.00'	5°29'39"	S 59°39'06" W	23.48'
C45	55.04'	385.00'	8°11'25"	S 40°18'00" E	54.99'
C46	56.00'	385.00'	8°20'02"	S 32°02'16" E	55.95'
C47	1.81'	385.00'	0°16'10"	S 27°44'10" E	1.81'
C48	19.36'	425.00'	2°36'38"	N 28°54'24" W	19.36'
C49	40.00'	425.00'	5°23'33"	N 32°54'30" W	39.99'
C50	50.00'	425.00'	6°44'26"	N 38°58'29" W	49.97'
C51	50.03'	425.00'	6°44'43"	N 45°43'04" W	50.01'

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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LEGAL DESCRIPTION

FIELD NOTES FOR A 25.976 ACRE TRACT OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS; BEING ALL OF A CALLED 25.976 ACRE TRACT OF LAND AS CONVEYED UNTO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 25.976 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2–inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found on the easterly right–of–way line of Yarrington Road (County Road 159), (R.O.W. ~ varies) at the most southerly corner of said 25.976 acre tract, being the most westerly corner of SUNSET OAKS SECTION 4, PHASE 1A, a subdivision as recorded in Document Number 21027903 of the Official Public Records of Hays County, Texas, for the most southerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, N 45°48'22" W, coincident with the easterly right–of–way line of said Yarrington Road, a distance of 286.74 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the most southerly corner of the remainder of a called 199.17 acre tract of land as conveyed unto Kyle Three Partners, LP by General Warranty Deed recorded in Volume 2940, Page 201 of the Official Public Records of Hays County, Texas, for the southwest corner of the herein described tract;

THENCE, departing said right–of–way line, coincident with the southeast line of the remainder of the 199.17 acre tract and northwest line of said 25.976 acre tract, the following nineteen (19) courses:

1) N 43°38'16" E, a distance of 198.38 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

2) S 46°21'40" E, a distance of 13.49 feet to 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

3) Curving to the left, with a radius of 25.00 feet, an arc length of 36.71 feet, a central angle of 84°08'24", a chord bearing of S 88°25'51" E, and a chord distance of 33.50 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

4) N 49°29'57" E, a distance of 170.72 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

5) Curving to the left, with a radius of 25.00 feet, an arc length of 41.83 feet, a central angle of 95°51'40", a chord bearing of N 01°34'07" E and a chord distance of 37.12 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a corner of the herein described tract;

6) N 43°36'14" E, a distance of 50.00 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a re–entrant corner of the herein described tract;

7) N 46°21'44" W, a distance of 81.40 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

8) N 43°23'47" E, a distance of 856.58 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the beginning of a non–tangent curve, for a corner of the herein described tract;

9) Curving to the right, with a radius of 245.00 feet, an arc length of 82.77 feet, a central angle of 19°21'25", a chord bearing of S 56°16'55" E, and a chord distance of 82.38 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

10) S 46°36'13" E, a distance of 3.79 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a re–entrant corner of the herein described tract;

11) N 43°23'47" E, a distance of 50.00 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the beginning of a non–tangent curve, for a corner of the herein described tract;

12) Curving to the left, with a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", a chord bearing of N 88°23'47" E, and a chord distance of 35.36 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

13) N 43°23'47" E, a distance of 202.72 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

14) Curving to the left, with a radius of 25.00 feet, an arc length of 42.38 feet, a central angle of 97°07'47", a chord bearing of N 05°10'07" W, and a chord distance of 37.49 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a corner of the herein described tract;

15) N 43°38'16" E, a distance of 50.37 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

16) S 52°30'10" E, a distance of 5.33 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the beginning of a non–tangent curve of the herein described tract;

17) Curving to the right, with a radius of 425.00 feet, an arc length of 22.64 feet, a central angle of 03°03'10", a chord bearing of S 50°37'01" E, and a chord distance of 22.64 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re–entrant corner of the herein described tract;

18) N 43°23'47" E, a distance of 109.17 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

19) N 19°01'28" E, a distance of 430.09 feet to a 1/2–inch iron rod found on the common line of the remainder of the 199.17 acre tract and a called 811.38 acre tract of land as conveyed unto LaSalle Holdings, LTD in Document Number 06011869 of the Official Public Records of Hays County, Texas, at the northwest corner of said 25.976 acre tract, for the northwest corner of the herein described tract;

THENCE, S 52°51'51" E, coincident with said common line, a distance of 690.89 feet to a 1/2–inch iron rod found at a common corner of said 25.976 acre tract and said 811.38 acre tract, at the northwest corner of a called 22.626 acre tract of land as conveyed unto Lennar Homes of Texas Land and Construction, Ltd., in Document Number 21048840 of the Official Public Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, departing said common line, coincident with the northwest line of said 22.626 acre tract and the southeast line of said 25.976 acre tract, the following six (6) courses:

1) S 46°18'44" W, a distance of 582.09 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 46°13'59" W, a distance of 109.77 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 45°36'38" W, a distance of 50.00 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the beginning of a non–tangent curve, for a corner of the herein described tract;

4) Curving to the right, with a radius of 435.00 feet, an arc length of 30.40 feet, a central angle of 04°00'16", a chord bearing of N 42°23'32" W, and a chord distance of 30.40 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re–entrant corner of the herein described tract;

5) S 43°23'47" W, a distance of 1,125.35 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) S 46°26'05" W, a distance of 210.08 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set on a northeast line of said SUNSET OAKS SECTION 4, PHASE 1A, at the southwest corner of said 22.626 acre tract, at the southeast corner of said 25.976 acre tract, for the southeast corner of the herein described tract;

THENCE, coincident with the common line of SUNSET OAKS SECTION 4, PHASE 1A and the 25.976 acre tract, the following nine (9) courses:

1) N 46°21'43" W, a distance of 94.09 feet to a 1/2–inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a point of curvature of the herein described tract;

2) Curving to the right, with a radius of 25.00 feet, an arc length of 41.83 feet, a central angle of 95°52'21", a chord bearing of N 01°34'08" E, and a chord distance of 37.12 feet to a 1/2–inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the end of this curve for a re–entrant corner of the herein described tract;

3) N 40°30'03" W, a distance of 62.01 feet to a 1/2–inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re–entrant corner of the herein described tract;

4) S 49°29'58" W, a distance of 11.50 feet to a 1/2–inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the beginning of a non–tangent curve of the herein described tract;

5) Curving to the right, with a radius of 25.00 feet, an arc length of 36.72 feet, a central angle of 84°09'54", a chord bearing of N 88°25'52" W, and a chord distance of 33.51 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

6) N 46°21'43" W, a distance of 11.67 feet to a 1/2–inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found for a re–entrant corner of the herein described tract;

7) S 43°38'17" W, a distance of 50.01 feet to a 1/2–inch iron rod with a cap stamped "CHAPARRAL BOUNDARY" found at the beginning of a non–tangent curve, for a re–entrant corner of the herein described tract;

8) Curving to the right, with a radius of 25.04 feet, an arc length of 43.26 feet, a central angle of 98°59'46", a chord bearing of S 00°00'01" W, and a chord distance of 38.08 feet to 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

9)S 49°29'58" W, a distance of 124.24 feet to the POINT OF BEGINNING and containing 25.976 acres of land, more or less.

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

BGE, Inc.
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San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
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STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD, ACTING BY AND THROUGH KEVIN PAPE, AUTHORIZED AGENT, BEING OWNER OF A 25.976 ACRE TRACT OF LAND OUT OF THE THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21048840 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 25.976 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON;

DO HEREBY ADOPT THIS PLAT DESIGNATING THE 25.976 ACRE TRACT AS SUNSET OAKS SECTION 4, PHASE 2B

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS AND PUBLIC PLACES SHOWN HEREON UNLESS OTHERWISE INDICATED EITHER BY PLAT OR SEPARATE INSTRUMENT,

AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 20__.

_____
KEVIN PAPE, AUTHORIZED AGENT
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.
13620 N. FM 620, BUILDING B, SUITE 150
AUSTIN, TX 78717

STATE OF TEXAS:
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED KEVIN PAPE, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS __ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE INC. ON THE GROUND ON MARCH 3, 2021, AND THE CORNER MONUMENTS SHOWN THEREON AS "SET" WILL BE PROPERLY PLACED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS UPON COMPLETION OF CONSTRUCTION.

PRELIMINARY PENDING FINAL REVIEW

_____ _____
DION P. ALBERTSON, R.P.L.S. NO. 4963 DATE
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

ENGINEER'S CERTIFICATION:

I, CHELSEA OSBOURN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0478F AND 48209C0479F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

PRELIMINARY PENDING FINAL REVIEW

_____
CHELSEA OSBOURN, P.E. NO. 140080

ENGINEERING BY:
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216
210-581-3600
TEXAS REGISTERED ENGINEERING FIRM F-1046

CITY OF SAN MARCOS:
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE _____ DAY OF _____, 20____ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

_____ _____ _____ _____
CHAIRMAN DATE RECORDING SECRETARY DATE

APPROVED:

_____ _____
DIRECTOR OF PLANNING AND DATE
DEVELOPMENT SERVICES DEPARTMENT

_____ _____
ENGINEERING DATE
AND CAPITAL IMPROVEMENTS

HAYS COUNTY:
CERTIFICATE OF APPROVAL:

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

_____ _____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

_____ _____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

GENERAL NOTES:

1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET MAXWELL W.S.C. SPECIFICATIONS.
2. TYPICAL LOT SIZE: 40'x110'
3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
4. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BGE, INC., DATED SEPTEMBER 26, 2021 FOR SUNSET OAKS PRE AND POST DEVELOPMENT FLOWS.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705, SUBCHAPTER 8.03.
7. THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY E.S.D. #5 AND HAYS C.I.S.D.
9. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY AND ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: CLAYSTONE TRAIL, GABBRO GARDENS, FELDSPAR WAY AND GYPSUM VALLEY. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
12. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
13. UTILITY PROVIDER INFORMATION:
    WATER: MAXWELL W.S.C.
    SEWER: AQUA TEXAS, INC.
    ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
14. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS E.T.J.
15. LOT 901, BLOCK N IS AN OPEN SPACE LOT AND DRAINAGE EASEMENT. THIS LOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
16. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER. ADDITIONALLY, HAYS COUNTY COMMISSIONER COURT APPROVED VARIANCE ON DECEMBER 11, 2018 FOR LOT SIDE SETBACK AND DRIVEWAY SPACING.
17. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. PARK DEVELOPMENT FEE HAS BEEN ADDRESSED IN P.I.C.P. PERMIT #2020-33005.
19. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
20. NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
21. THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
22. ALL ROADWAYS ARE TO BE DEDICATED TO HAYS COUNTY UPON COMPLETION
23. DATE OF PREPARATION JULY 7, 2021.
24. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.
25. A BIKE LANE/SIDEWALK WILL BE INCLUDED ALONG YARRINGTON ROAD PER THE CITY OF SAN MARCOS THOROUGHFARE PLAN.

THE STATE OF TEXAS

COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D. 20__ AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT _____ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__ AD.

BY _____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

FINAL PLAT

SUNSET OAKS SECTION 4, PHASE 2B

A SUBDIVISION OF 25.976 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

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BOND No. 30142525

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of Texas Land and Construction, Ltd. as Principal, and The Continental Insurance Company, a Corporation of the State of Pennsylvania, authorized to write Surety Bonds in the State of Texas, as Surety are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of One million nine hundred seventy-three thousand four hundred thirty-four and 14/100 Dollars ($1,973,434.14) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:

To insure completion of roadway and drainage improvements as itemized by the Sunset Oaks Section 4 Phase 2B Subdivision Fiscal Estimate in connection with the Erosion/Sed. Control, treet and drainage improvements.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter request from the HAYS COUNTY singed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW,THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 20th day of December, 2021.

Lennar Homes of Texas Land and Construction, Ltd.,
a Texas limited partnership
By: U.S. Home Corporation,
a Delaware corporation, its General Partner

PRINCIPAL

Kevin Pape

The Continental Insurance Company

_ SURETY Mechelle Larkin,
Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Mechelle Larkin

, Individually

of Houston, Texas, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

– In Unlimited Amounts –

Surety Bond Number: 30142525
Principal: Lennar Homes of Texas Land and Construction, Ltd.
Obligee: Hays County

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 20 day of December, 2021.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-2-2021

CNA SURETY

Digital Seal, Signature Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of each CNA Surety company and the execution of such surety bonds by an attorney-in-fact of the CNA Surety company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of the attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 7th day of April, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 606

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) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company 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 Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:
CNA Surety, Surety Claims
151 North Franklin, 17th Floor
Chicago, IL 606

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) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company 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.

Form F8277-6-2018

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1658-PC; Call for a Public Hearing on February 15, 2022 to discuss final action regarding the Booky T Subdivision, Lot 1, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

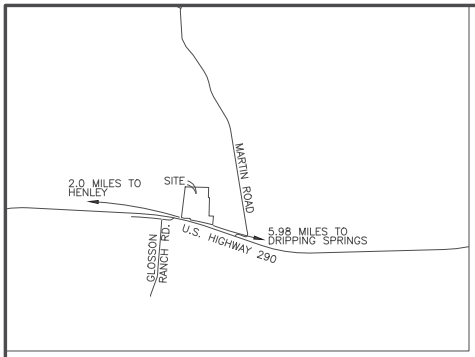
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Booky T Subdivision is a recorded subdivision located off of US Highway 290 West in Precinct 3.

The proposed replat will divide the existing Lot 1, consisting of 10.65 acres, into two (2) lots: Lot 1A and Lot 1B. Water utility will be achieved by individual private wells. Wastewater treatment will be accomplished by individual advanced on-site sewage facilities.



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0085F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. ACCORDING TO SCALING FROM EDWARDS AQUIFER MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

5. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

6. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S INCORPORATED CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

7. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.

8. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

9. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

11. ACCORDING TO THE PLAT OF BOOKY T SUBDIVISION, THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING EASEMENTS.
- 10'P.U.E. EACH SIDE OF INTERIOR PROPERTY LINES
- 10'P.U.E. ALONG PERIMETER PROPERTY LINES
- 20'P.E.C. EASEMENT CENTERED ON EXISTING UTILITY LINES
- 20'P.U.E. ALONG HIGHWAY 290

12. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THIS PLAT.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, TOY BOX SELF STORAGE, LLC, OWNER OF LOT 1, BOOKY T SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED FEBRUARY 22, 2016, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 16005612 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY RESUBDIVIDE THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 1, BOOKY T SUBDIVISION, HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
TREVOR CUTLER
EXECUTIVE OFFICER
TOY BOX SELF STORAGE, LLC
507 MOUNTAIN CREST DR.
WIMBERLEY, TX. 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TREVOR CUTLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (1) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT OF WAY HAS BEEN ISSUED UNDER CHAPTER 751 AND (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

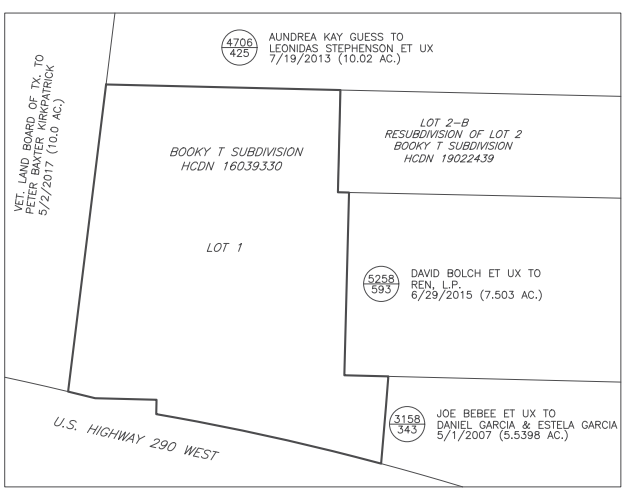
ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

LOT SIZE CATEGORIES

TOTAL AREA = 10.65 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.325 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 1
NUMBER OF LOTS 2 – 5 ACRES = 1
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

ORIGINAL SCALE
1" = 200'

UTILITIES:
ELECTRIC – PEDERNALES ELEC. COOP.
WATER – WATER WELLS OR RAINWATER COLLECTION
SEWER – INDIVIDUAL ON-SITE SEWAGE FACILITIES



ORIGINAL LOT CONFIGURATION

LEGEND

VOL/PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
▣	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
■	IRON ROD FOUND WITH PLASTIC CAP STAMPED "4404"
— X —	WIRE FENCE
— ohu —	UTILITY LINE, POLE AND GUY
PUE	PUBLIC UTILITY EASEMENT
HCIN	HAYS COUNTY INSTRUMENT NUMBER

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN

INSTRUMENT NUMBER_____.

_____ _____
RUBEN BECERRA, COUNTY JUDGE, HAYS COUNTY, TEXAS
ELAINE H. CARDENAS, COUNTY CLERK, HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____, AT

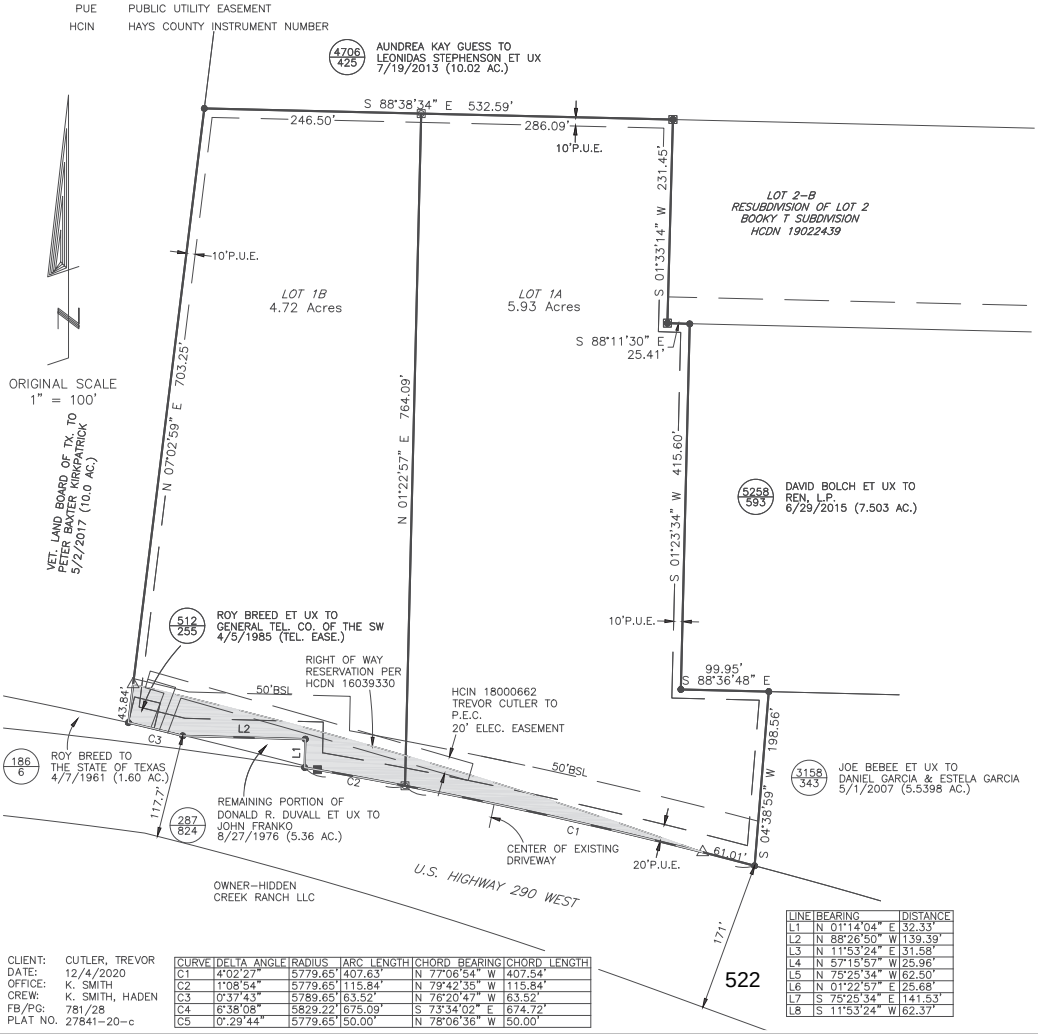
_____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF

_____, 20_____ AT _____ O'CLOCK _____.M., IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER

_____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
DATE

_____ _____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES
DATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	4°02'27"	5779.65'	407.63'	N 77°06'54" W	407.54'
C2	1°08'54"	5779.65'	115.84'	N 79°42'35" W	115.84'
C3	0°37'43"	5789.65'	63.52'	N 76°20'47" W	63.52'
C4	6°38'08"	5829.22'	675.09'	S 73°34'02" E	674.72'
C5	0°29'44"	5779.65'	50.00'	N 78°06'36" W	50.00'

LINE	BEARING	DISTANCE
L1	N 01°14'04" E	32.33'
L2	N 88°26'50" W	139.39'
L3	N 11°53'24" E	31.58'
L4	N 57°15'57" W	25.96'
L5	N 75°25'34" W	62.50'
L6	N 01°22'57" E	25.68'
L7	S 75°25'34" E	141.53'
L8	S 11°53'24" W	62.37'

CLIENT: CUTLER, TREVOR
DATE: 12/4/2020
OFFICE: K. SMITH
CREW: K. SMITH, HADEN
FB/PG: 781/28
PLAT NO. 27841-20-c

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

522

RESUBDIVISION PLAT OF LOT 1, BOOKY T SUBDIVISION HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of $3,506,205.95 for Crosswinds, Phase 3-A Subdivision (Bond # 800132235).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

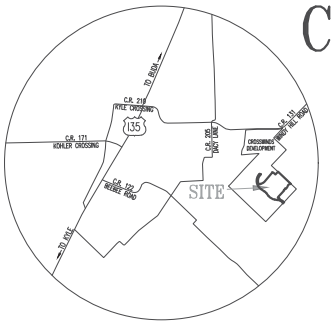
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

SUMMARY

The final plat for the Crosswinds, Phase 3-A Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

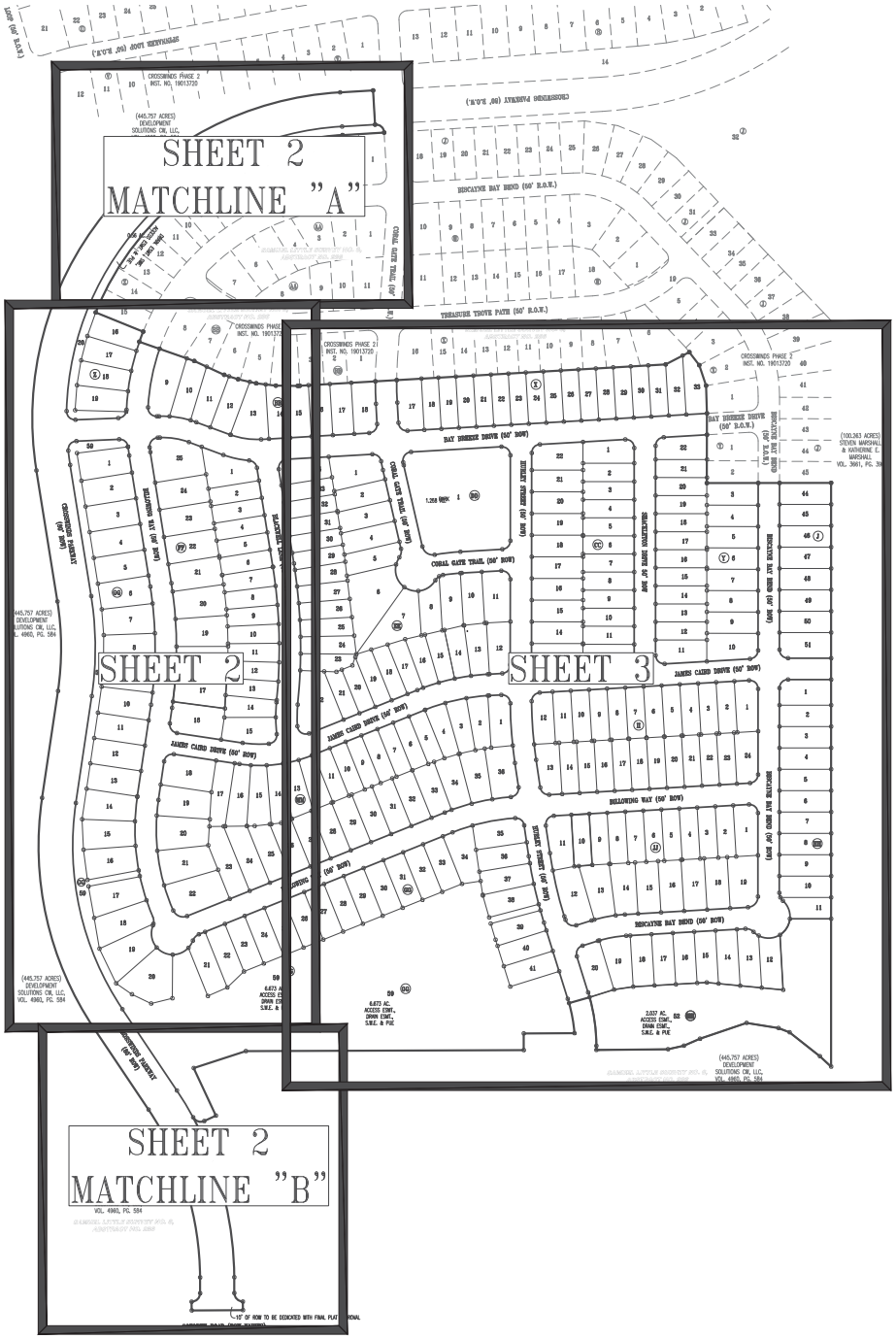
CROSSWINDS PHASE THREE-A



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 200'

OVERALL LAYOUT

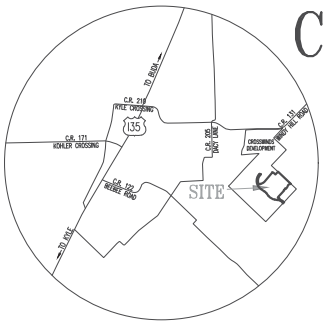


SHEET NO. 1 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5239\Survey\PLAT – CROSSWINDS PHASE 3A

CROSSWINDS PHASE THREE-A



VICINITY MAP
NOT TO SCALE

OWNER: DEVELOPMENT SOLUTIONS CW, LLC.
12222 MERIT DRIVE, SUITE 1020
DALLAS, TX 75251
(972) 960-2777
(972) 960-2660 FAX

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE
(512) 280-5165 FAX

DATE: JANUARY 22, 2021

ACREAGE: 68.706 ACRES

SURVEY: SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286, HAYS COUNTY, TEXAS

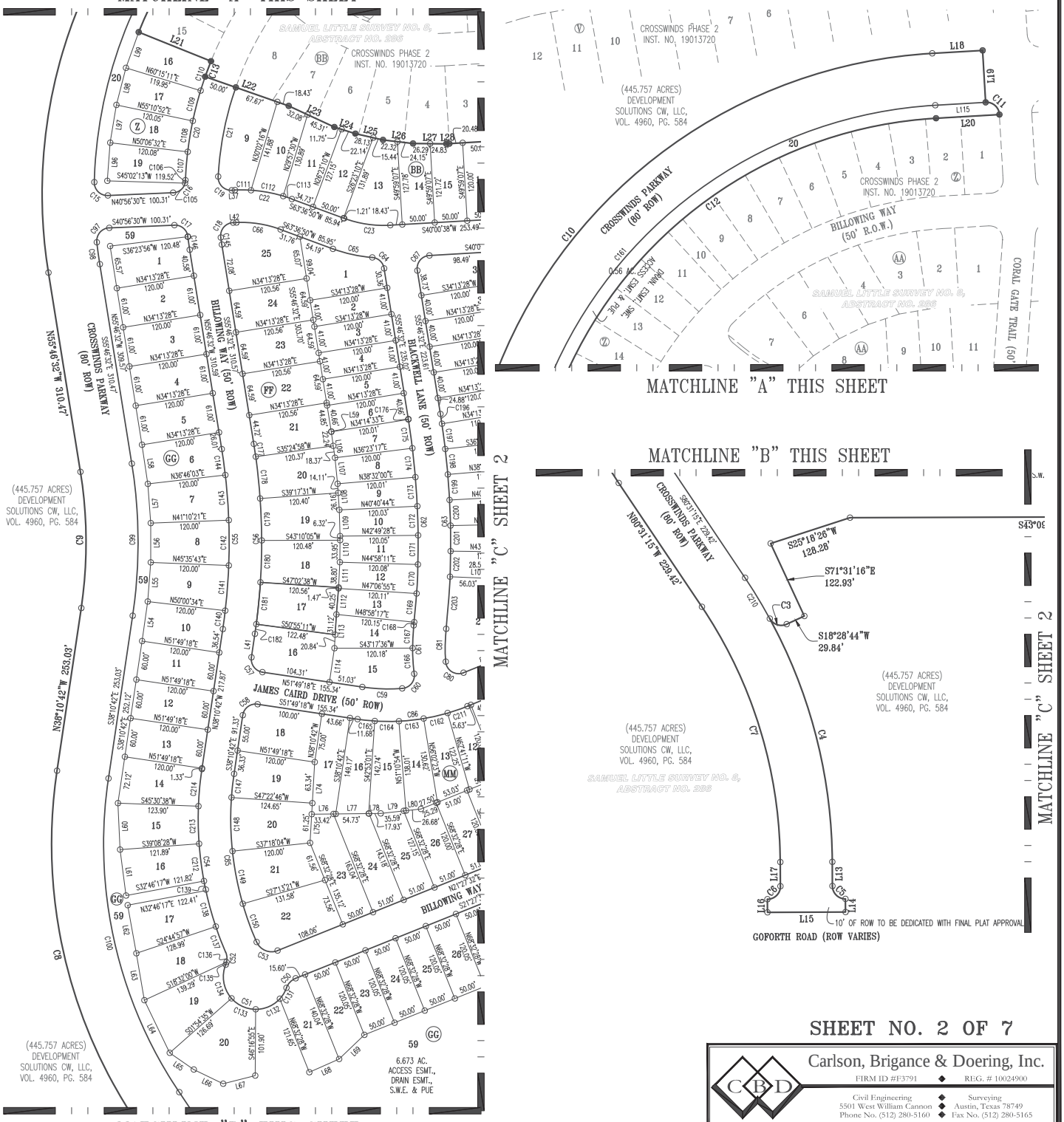
F.E.M.A. MAP NO. 48209C0290F
NO. 48209C0293F
HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005

SINGLE FAMILY LOTS	280
DRAINAGE, SIDEWALK, ACCESS & PUBLIC UTILITY LOTS	3
PARK LOTS	1
NUMBER OF BLOCKS	14

LEGEND

- ● 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ○ 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 25 LOT NUMBER
- (F) BLOCK DESIGNATION

SCALE: 1" = 100'

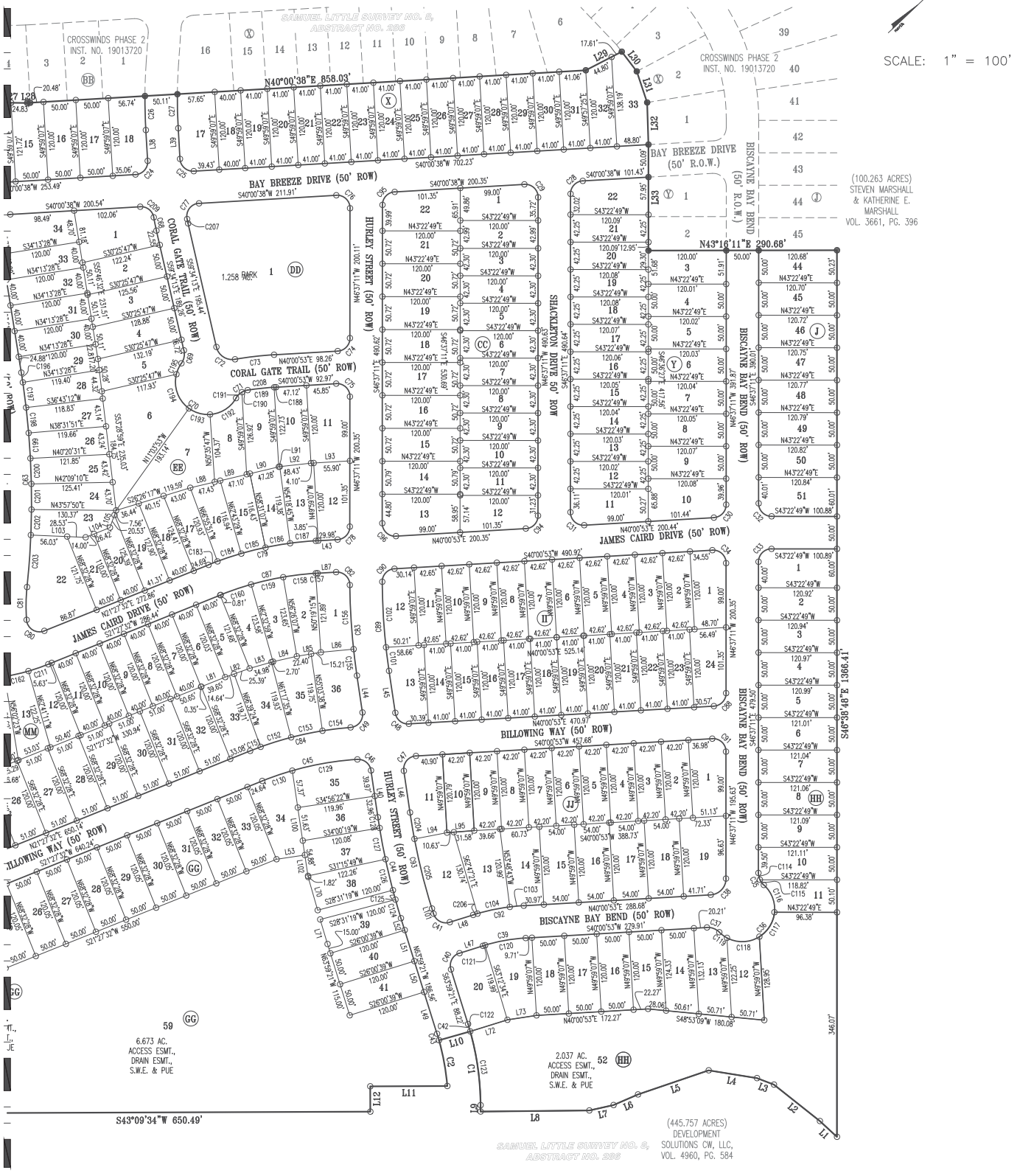


SHEET NO. 2 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5239\Survey\PLAT - CROSSWINDS PHASE 3A

CROSSWINDS PHASE THREE-A



SHEET NO. 3 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5239\Survey\PLAT - CROSSWINDS PHASE 3A

CROSSWINDS PHASE THREE-A

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	115.04	425.00	N54°38'49"W	114.69	57.87	15°30'33"
C2	71.83	375.00	S56°54'50"E	71.72	36.03	10°58'30"
C3	30.13	20.00	S61°38'22"W	27.36	18.76	86°19'16"
C4	390.31	790.00	S61°02'46"E	386.35	199.23	28°18'28"
C5	31.41	20.00	N88°06'44"E	28.28	20.00	89°59'29"
C6	31.42	20.00	N01°53'16"W	28.29	20.00	90°00'31"
C7	416.72	710.00	N63°42'24"W	410.77	214.56	33°37'43"
C8	565.35	765.00	N59°20'58"W	552.57	296.28	42°20'34"
C9	210.38	685.00	N46°58'37"W	209.56	106.03	17°35'50"
C10	1278.97	765.00	N07°52'50"W	1135.13	846.49	95°47'24"
C11	31.42	20.00	N85°00'38"E	28.28	20.00	90°00'00"
C12	750.86	664.30	S07°38'50"W	711.53	421.27	64°45'42"
C13	25.44	545.00	S26°00'58"E	25.44	12.72	2°40'29"
C15	32.78	20.00	N87°53'40"E	29.23	21.41	93°53'48"
C16	29.81	20.00	N01°45'42"W	27.13	18.46	85°24'23"
C17	29.83	20.00	S83°40'12"W	27.14	18.47	85°27'22"
C18	33.30	20.00	S06°45'41"E	29.59	21.98	95°24'22"
C19	33.32	20.00	N88°40'29"E	29.60	22.01	95°27'59"
C20	162.76	545.00	S35°54'33"E	162.16	81.99	17°06'41"
C21	140.29	495.00	S35°28'22"E	139.82	70.62	16°14'18"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C22	89.03	225.00	S52°16'40"W	88.45	45.11	22°40'20"
C23	72.09	175.00	N51°48'44"E	71.58	36.56	23°36'11"
C24	31.41	20.00	N04°59'14"W	28.28	20.00	89°59'46"
C25	31.42	20.00	N85°00'46"E	28.29	20.00	90°00'14"
C26	52.56	825.00	S48°09'37"E	52.55	26.29	3°39'00"
C27	52.57	775.00	S48°02'32"E	52.56	26.29	3°53'10"
C28	30.24	20.00	S03°18'16"E	27.44	18.86	86°37'50"
C29	32.59	20.00	S86°41'44"W	29.10	21.21	93°22'10"
C30	30.24	19.99	N03°18'09"W	27.44	18.87	86°41'04"
C31	32.59	20.00	N86°41'53"E	29.10	21.21	93°21'54"
C32	31.42	20.00	N88°22'49"E	28.28	20.00	90°00'00"
C33	31.42	20.00	S01°37'11"E	28.28	20.00	90°00'00"
C34	32.59	20.00	S86°41'51"W	29.10	21.21	93°21'56"
C35	21.03	25.00	S70°42'53"E	20.41	11.18	48°11'23"
C36	159.71	50.00	N03°18'00"W	99.97	1897.35	183°01'09"
C37	21.03	25.00	S64°06'44"W	20.41	11.18	48°11'42"
C38	37.80	25.00	N03°18'09"W	34.30	23.57	86°38'04"
C39	67.21	275.00	S33°00'46"W	67.05	33.78	14°00'14"
C40	31.42	20.00	S18°59'21"E	28.28	20.00	90°00'00"
C41	31.42	20.00	N71°00'39"E	28.28	20.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C42	11.78	425.00	N63°11'43"W	11.78	5.89	1°35'16"
C43	10.39	375.00	N63°11'43"W	10.39	5.20	1°35'16"
C44	159.73	1025.00	S59°31'30"E	159.57	80.03	8°55'43"
C45	150.88	475.00	S30°33'32"W	150.25	76.08	18°11'58"
C46	29.77	20.00	S82°17'56"W	27.10	18.42	85°16'51"
C47	33.19	20.00	S07°31'23"E	29.51	21.85	95°04'31"
C48	29.64	20.00	N82°28'37"E	27.00	18.30	84°55'29"
C49	32.79	20.00	N08°05'29"W	29.24	21.42	93°56'19"
C50	21.03	25.00	S02°38'09"E	20.41	11.18	48°11'23"
C51	158.86	50.00	N64°17'27"E	99.98	2804.47	182°02'34"
C52	19.71	25.00	N47°16'39"W	19.21	10.40	45°10'45"
C53	38.45	25.00	N65°31'14"E	34.77	24.19	88°07'24"
C54	287.60	520.00	S54°01'21"E	283.95	147.58	31°41'20"
C55	277.95	905.00	N46°58'37"W	276.86	140.08	17°35'50"
C56	293.31	955.00	N46°58'37"W	292.16	147.82	17°35'50"
C57	31.42	20.00	S83°10'42"E	28.28	20.00	90°00'00"
C58	31.42	20.00	S06°49'18"W	28.28	20.00	90°00'00"
C59	61.74	275.00	N45°23'23"E	61.61	31.00	12°51'51"
C60	32.36	20.00	N07°23'31"W	28.94	20.97	92°41'56"
C61	74.66	325.00	S47°09'37"E	74.50	37.50	13°09'44"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C62	318.27	1200.00	N48°10'38"W	317.34	160.07	15°11'47"
C63	331.53	1250.00	N48°10'38"W	330.56	166.74	15°11'47"
C64	26.67	20.00	S86°01'37"W	24.73	15.74	76°23'42"
C65	61.98	225.00	N55°43'18"E	61.79	31.19	15°47'03"
C66	69.25	175.00	S52°16'40"W	68.80	35.08	22°40'20"
C67	33.44	20.00	S07°52'57"E	29.68	22.13	95°47'10"
C68	20.95	525.00	S58°25'38"E	20.95	10.48	2°17'12"
C69	21.03	25.00	N35°28'32"W	20.41	11.18	48°11'23"
C70	161.93	50.00	N75°50'28"E	99.88	1030.36	185°33'23"
C71	22.54	25.00	S08°53'29"W	21.78	12.10	51°39'25"
C72	37.97	25.00	N76°54'50"E	34.43	23.74	87°01'53"
C73	60.62	525.00	S36°42'23"W	60.59	30.35	6°36'59"
C74	30.24	20.00	N03°18'09"W	27.44	18.86	86°38'04"
C75	32.59	20.00	S86°41'51"W	29.10	21.21	93°21'56"
C76	32.59	20.00	S86°41'44"W	29.10	21.21	93°22'10"
C77	34.47	20.00	S09°21'47"E	30.36	23.31	98°44'52"
C78	30.24	20.00	N03°18'09"W	27.44	18.86	86°38'04"
C79	170.02	525.00	S30°44'12"W	169.28	85.76	18°33'20"
C80	37.50	20.00	N75°10'02"E	32.24	27.24	107°25'00"
C81	50.61	275.00	S45°51'06"E	50.54	25.38	10°32'43"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C82	32.38	20.00	S86°23'50"W	28.96	20.99	92°45'56"
C83	140.27	1025.00	S51°08'25"E	140.16	70.24	7°50'27"
C84	159.61	525.00	S30°10'06"W	158.99	80.42	17°25'08"
C85	264.46	470.00	S54°17'53"E	260.99	135.83	32°14'22"
C86	172.23	325.00	N36°38'25"E	170.22	88.19	30°21'46"
C87	153.83	475.00	S30°44'12"W	153.16	77.60	18°33'20"
C88	30.24	20.00	N03°18'09"W	27.44	18.86	86°38'04"
C89	137.86	975.00	S51°00'35"E	137.75	69.05	8°06'06"
C90	30.36	20.00	S03°28'19"E	27.53	18.97	86°58'27"
C91	32.59	20.00	S86°41'51"W	29.10	21.21	93°21'56"
C92	79.43	325.00	S33°00'46"W	79.24	39.92	14°00'14"
C93	151.94	975.00	S59°31'30"E	151.78	76.12	8°55'43"
C94	30.24	20.00	N03°18'09"W	27.44	18.86	86°38'04"
C95	30.24	20.00	S03°18'16"E	27.44	18.86	86°37'50"
C96	32.59	20.00	N86°41'51"E	29.10	21.21	93°21'56"
C97	32.76	20.00	S05°58'53"E	29.22	21.39	93°50'57"
C98	34.17	685.00	S54°20'47"E	34.17	17.09	2°51'30"
C99	234.95	765.00	N46°58'37"W	234.03	118.41	17°35'50"
C100	506.23	685.00	S59°20'58"E	494.79	265.30	42°20'34"
C101	36.76	975.00	S53°58'50"E	36.76	18.38	2°09'37"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C102	101.10	975.00	S49°55'47"E	101.06	50.60	5°56'28"
C103	21.71	325.00	N38°06'05"E	21.70	10.86	3°49'36"
C104	50.92	325.00	N31°41'58"E	50.87	25.51	8°58'38"
C105	25.28	20.00	N04°43'48"E	23.63	14.64	72°25'24"
C106	4.53	20.00	N37°58'24"W	4.52	2.28	12°58'59"
C107	43.75	545.00	N42°09'55"W	43.74	21.89	4°35'57"
C108	48.24	545.00	N37°19'48"W	48.22	24.13	5°04'15"
C109	48.23	545.00	N32°15'33"W	48.22	24.13	5°04'15"
C110	47.99	545.00	N27°12'05"W	47.97	24.01	5°02'42"
C111	24.62	225.00	N44°04'33"E	24.60	12.32	6°16'06"
C112	50.39	225.00	N53°37'33"E	50.29	25.30	12°49'55"
C113	14.03	225.00	N61°49'40"E	14.03	7.02	3°34'19"
C114	10.84	25.00	S59°02'13"E	10.75	5.50	24°50'03"
C115	10.19	25.00	S83°07'54"E	10.12	5.17	23°21'20"
C116	46.76	50.00	S68°01'08"E	45.07	25.25	53°34'53"
C117	45.77	50.00	S15°00'24"E	44.18	24.63	52°26'35"
C118	52.49	50.00	S41°17'22"W	50.11	28.95	60°08'56"
C119	14.70	50.00	S79°47'12"W	14.65	7.40	16°50'45"
C120	63.47	275.00	S33°24'09"W	63.33	31.88	13°13'27"
C121	3.74	275.00	S26°24'02"W	3.74	1.87	0°46'47"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C122	11.78	425.00	S63°11'43"E	11.78	5.89	1°35'16"
C123	115.04	425.00	S54°38'49"E	114.69	57.87	15°30'33"
C124	29.92	1025.00	N63°09'11"W	29.92	14.96	1°40'21"
C125	15.00	1025.00	N61°53'51"W	15.00	7.50	0°50'19"
C126	49.05	1025.00	N60°06'26"W	49.04	24.53	2°44'30"
C127	49.05	1025.00	N57°21'56"W	49.04	24.53	2°44'30"
C128	16.71	1025.00	N55°31'40"W	16.71	8.36	0°56'03"
C129	101.87	475.00	S33°30'52"W	101.68	51.13	12°17'17"
C130	49.01	475.00	S24°24'53"W	48.99	24.53	5°54'41"
C131	19.83	50.00	N15°22'12"W	19.70	10.05	22°43'16"
C132	41.65	50.00	N19°51'16"E	40.46	22.12	47°43'40"
C133	42.06	50.00	N67°48'50"E	40.83	22.36	48°11'29"
C134	55.33	50.00	S56°23'21"E	52.55	30.88	63°24'09"
C135	4.06	25.00	N29°20'05"W	4.05	2.03	9°17'38"
C136	15.66	25.00	N51°55'28"W	15.40	8.10	35°53'07"
C137	42.19	520.00	S67°32'33"E	42.18	21.11	4°38'57"
C138	57.51	520.00	S62°02'59"E	57.48	28.78	6°20'11"
C139	15.00	520.00	S58°03'18"E	15.00	7.50	1°39'11"
C140	28.63	905.00	N39°05'04"W	28.63	14.32	1°48'45"
C141	69.72	905.00	N42°11'51"W	69.70	34.88	4°24'50"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C142	69.73	905.00	N46°36'43"W	69.72	34.88	4°24'54"
C143	69.70	905.00	N51°01'34"W	69.69	34.87	4°24'47"
C144	40.17	905.00	N54°30'14"W	40.16	20.09	2°32'35"
C145	11.09	495.00	S55°06'21"E	11.09	5.54	1°16'59"
C146	20.43	545.00	N54°40'28"W	20.43	10.21	2°08'51"
C147	36.44	470.00	S40°23'58"E	36.43	18.23	4°26'32"
C148	82.67	470.00	S47°39'35"E	82.57	41.44	10°04'42"
C149	82.67	470.00	S57°44'17"E	82.57	41.44	10°04'42"
C150	62.67	470.00	S66°35'51"E	62.63	31.38	7°38'25"
C151	17.27	525.00	N22°24'04"E	17.26	8.63	1°53'03"
C152	49.15	525.00	N26°01'30"E	49.13	24.59	5°21'49"
C153	49.54	525.00	N31°24'37"E	49.52	24.79	5°24'24"
C154	43.65	525.00	N36°29'45"E	43.64	21.84	4°45'51"
C155	41.19	1025.00	N53°54'34"W	41.19	20.60	2°18'09"
C156	99.07	1025.00	N49°59'20"W	99.04	49.58	5°32'17"
C157	2.78	475.00	S39°50'49"W	2.78	1.39	0°20'08"
C158	50.69	475.00	S36°37'19"W	50.67	25.37	6°06'52"
C159	50.69	475.00	S30°30'27"W	50.67	25.37	6°06'52"
C160	49.67	475.00	S24°27'16"W	49.65	24.86	5°59'28"
C161	1018.27	685.00	S02°34'17"E	927.07	629.58	85°10'18"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C162	37.72	325.00	S30°29'14"W	37.70	18.88	6°38'58"
C163	38.34	325.00	S37°11'30"W	38.32	19.19	6°45'33"
C164	37.13	325.00	S43°50'38"W	37.11	18.58	6°32'42"
C165	26.69	325.00	S49°28'09"W	26.68	13.35	4°42'19"
C166	39.70	325.00	N50°14'30"W	39.68	19.88	6°59'58"
C167	34.96	325.00	N43°39'38"W	34.94	17.50	6°09'46"
C168	5.12	1200.00	N40°42'05"W	5.12	2.56	0°14'40"
C169	44.15	1200.00	N41°52'40"W	44.15	22.08	2°06'28"
C170	44.77	1200.00	N44°00'02"W	44.77	22.39	2°08'16"
C171	44.77	1200.00	N46°08'18"W	44.77	22.39	2°08'16"
C172	44.77	1200.00	N48°16'33"W	44.77	22.39	2°08'16"
C173	44.77	1200.00	N50°24'49"W	44.77	22.39	2°08'15"
C174	44.77	1200.00	N52°33'04"W	44.77	22.39	2°08'15"
C175	44.77	1200.00	N54°41'19"W	44.77	22.39	2°08'15"
C176	0.38	1200.00	N55°45'59"W	0.38	0.19	0°01'05"
C177	19.86	955.00	S55°10'47"E	19.86	9.93	1°11'30"
C178	64.60	955.00	S52°38'45"E	64.59	32.31	3°52'33"
C179	64.60	955.00	S48°46'12"E	64.59	32.31	3°52'33"
C180	64.60	955.00	S44°53'39"E	64.59	32.31	3°52'33"
C181	64.60	955.00	S41°01'06"E	64.59	32.31	3°52'33"

SHEET NO. 4 OF 7

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J:\AC3D\5239\Survey\PLAT - CROSSWINDS PHASE 3A

CROSSWINDS PHASE THREE-A

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C182	15.04	955.00	S38°37'45"E	15.04	7.52	0°54'08"
C183	14.75	525.00	N22°15'51"E	14.75	7.38	1°36'36"
C184	38.54	525.00	N25°10'20"E	38.53	19.28	4°12'22"
C185	38.54	525.00	N29°22'42"E	38.53	19.28	4°12'22"
C186	38.54	525.00	N33°35'04"E	38.53	19.28	4°12'22"
C187	39.65	525.00	N37°51'04"E	39.64	19.83	4°19'37"
C188	2.88	475.00	S39°50'28"W	2.88	1.44	0°20'49"
C189	41.02	475.00	S37°11'37"W	41.01	20.52	4°56'52"
C190	9.47	25.00	S23°51'58"W	9.41	4.79	21°42'25"
C191	13.07	25.00	S01°57'44"E	12.92	6.69	29°56'59"
C192	49.17	50.00	S11°14'00"W	47.21	26.78	56°20'27"
C193	34.50	50.00	S59°10'10"W	33.82	17.97	39°31'54"
C194	59.68	50.00	N66°52'14"W	56.20	33.97	68°23'17"
C195	18.58	50.00	N22°01'43"W	18.48	9.40	21°17'45"
C196	15.12	1250.00	S55°25'44"E	15.12	7.56	0°41'35"
C197	39.13	1250.00	S54°11'08"E	39.13	19.57	1°47'37"
C198	39.37	1250.00	S52°23'11"E	39.37	19.69	1°48'16"
C199	39.37	1250.00	S50°34'55"E	39.37	19.69	1°48'17"
C200	39.37	1250.00	S48°46'38"E	39.37	19.69	1°48'17"
C201	39.37	1250.00	S46°58'22"E	39.37	19.69	1°48'17"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C202	39.37	1250.00	S45°10'05"E	39.37	19.69	1°48'17"
C203	80.43	1250.00	S42°25'21"E	80.41	40.23	3°41'11"
C204	41.24	975.00	S56°16'20"E	41.23	20.62	2°25'24"
C205	110.70	975.00	S60°44'12"E	110.64	55.41	6°30'19"
C206	6.81	325.00	N26°36'39"E	6.81	3.40	1°12'00"
C207	6.91	475.00	S59°09'13"E	6.91	3.45	0°50'00"
C208	43.90	475.00	S37°22'02"W	43.88	21.96	5°17'42"
C209	28.87	20.00	S81°21'48"W	26.43	17.60	82°42'20"
C210	73.36	790.00	N77°51'38"W	73.34	36.71	5°19'15"
C211	32.35	325.00	S24°18'39"W	32.34	16.19	5°42'13"
C212	57.81	520.00	S54°02'38"E	57.78	28.93	6°22'10"
C213	57.81	520.00	S47°40'27"E	57.78	28.93	6°22'10"
C214	57.28	520.00	S41°20'02"E	57.25	28.67	6°18'41"

RIGHT-OF-WAY LINEAR FOOTAGE

BAY BREEZE DRIVE	50' R.O.W.	1,549'	LOCAL
BILLOWING WAY	50' R.O.W.	2,849'	LOCAL
BISCAYNE BAY BEND	50' R.O.W.	1,507'	LOCAL
BLACKWELL LANE	50' R.O.W.	710'	LOCAL
CORAL GATE DRIVE	50' R.O.W.	695'	LOCAL
CROSSWINDS PARKWAY	80' R.O.W.	3,358'	ARTERIAL
FRANK WILD DRIVE	50' R.O.W.	492'	LOCAL
HURLEY DRIVE	50' R.O.W.	1,416'	LOCAL
JAMES CAIRD DRIVE	50' R.O.W.	1,612'	LOCAL
SHACKLETON DRIVE	50' R.O.W.	581'	LOCAL
TOTAL	ROW=18.335 AC.	14,769'	

Line Table		
Line #	Length	Direction
L1	35.75	S86°09'23"W
L2	90.46	S81°49'28"W
L3	28.08	S63°58'51"W
L4	75.40	S52°33'21"W
L5	115.13	S24°28'30"W
L6	41.08	S20°06'39"W
L7	38.19	S30°46'41"W
L8	167.71	S42°46'06"W
L9	9.88	N46°53'32"W
L10	50.00	S27°35'55"W
L11	118.83	S43°08'05"W
L12	39.10	S46°53'32"E
L13	37.06	S46°53'32"E
L14	20.12	S46°53'32"E
L15	120.00	S43°06'28"W
L16	20.14	N46°53'32"W
L17	37.04	N46°53'32"W
L18	77.58	N40°00'53"E
L19	80.00	S49°59'22"E
L20	97.59	S40°00'38"W

Line Table		
Line #	Length	Direction
L21	119.78	N65°16'39"E
L22	136.10	N62°38'47"E
L23	77.39	N68°09'34"E
L24	33.89	N60°59'19"E
L25	43.58	N56°00'00"E
L26	46.46	N50°12'04"E
L27	51.12	N43°54'57"E
L28	4.76	N40°19'01"E
L29	62.41	N16°03'09"E
L30	38.15	S83°50'14"E
L31	50.49	S65°13'03"E
L32	64.97	S48°23'25"E
L33	163.24	S46°37'25"E
L37	5.00	S40°56'30"W
L38	47.48	S49°59'07"E
L39	47.47	S49°59'07"E
L40	72.93	N55°03'38"W
L41	36.54	S38°10'42"E
L42	5.05	N40°56'30"E
L43	33.83	N40°00'53"E

Line Table		
Line #	Length	Direction
L44	57.47	N55°03'38"W
L45	65.35	S55°03'38"E
L46	64.95	S55°03'38"E
L47	37.76	S26°00'39"W
L48	37.76	N26°00'39"E
L49	67.35	N63°59'21"W
L50	50.00	N63°59'21"W
L51	50.00	N63°59'21"W
L52	19.21	N63°59'21"W
L53	44.22	N34°56'22"E
L54	61.37	N38°32'42"W
L55	60.46	N42°11'51"W
L56	60.46	N46°36'41"W
L57	60.46	N51°01'31"W
L58	60.84	N55°02'51"W
L59	0.33	S54°41'37"E
L60	71.46	S49°16'55"E
L61	71.32	S54°06'11"E
L62	75.28	S56°51'05"E
L63	73.10	S56°19'42"E

Line Table		
Line #	Length	Direction
L64	90.00	S72°25'24"E
L65	45.06	N78°12'13"E
L66	50.00	N69°05'42"E
L67	51.03	N29°09'17"E
L68	50.03	S19°27'47"W
L69	53.85	S00°20'11"E
L70	53.08	S62°42'52"E
L71	39.38	S63°11'11"E
L72	60.04	S26°00'40"W
L73	45.36	N34°49'56"E
L74	80.33	S43°19'35"E
L75	44.26	S43°19'35"E
L76	36.92	N42°43'52"E
L77	50.69	N42°43'52"E
L78	18.48	N42°43'52"E
L79	39.15	N36°59'35"E
L80	23.12	N36°59'35"E
L81	40.00	N21°30'25"E
L82	40.03	N23°49'15"E
L83	37.68	N27°16'23"E

Line Table		
Line #	Length	Direction
L84	37.48	N30°36'42"E
L85	37.61	N33°56'51"E
L86	50.68	N37°52'12"E
L87	28.60	S40°00'53"W
L88	38.73	N30°00'03"E
L89	50.64	N30°00'03"E
L90	50.77	N30°00'03"E
L91	1.66	N30°00'03"E
L92	48.43	N37°06'39"E
L93	60.00	N40°00'53"E
L94	51.00	N32°30'58"E
L95	42.21	N38°56'33"E
L96	58.85	S42°26'13"E
L97	58.84	S37°18'03"E
L98	58.84	S32°09'55"E
L99	58.48	S27°02'43"E
L100	131.44	N55°05'49"W
L101	8.33	S63°59'21"E
L102	34.27	S55°05'49"E
L103	84.56	N45°46'29"E

Line Table		
Line #	Length	Direction
L104	40.42	N21°27'32"E
L105	28.08	N27°07'01"W
L106	40.27	N54°41'37"W
L107	40.27	N52°32'21"W
L108	40.27	N50°23'38"W
L109	40.27	N48°14'54"W
L110	40.27	N46°06'11"W
L111	40.27	S43°57'27"E
L112	40.25	N41°48'43"W
L113	51.96	N43°23'03"W
L114	52.75	S38°15'24"E
L115	77.58	S40°00'53"W

DEVELOPMENT AGREEMENT LOT SCHEDULE [PER 1.01(a) & (e)]

40' LOTS			40' LOTS			50' LOTS			50' LOTS			60' LOTS		
BLK.	LOT	S.F.	BLK.	LOT	S.F.	BLK.	LOT	S.F.	BLK.	LOT	S.F.	BLK.	LOT	S.F.
X	17	7,015	FF	1	8,159	J	44	6,049	HH	1	7,168	FF	16	8,911
X	18	4,800	FF	2	4,920	J	45	6,036	HH	2	6,047	FF	17	8,304
X	19	4,920	FF	3	4,920	J	46	6,037	HH	3	6,048	FF	18	8,272
X	20	4,920	FF	4	4,920	J	47	6,038	HH	4	6,049	FF	19	8,272
X	21	4,920	FF	5	4,920	J	48	6,040	HH	5	6,050	FF	20	8,272
X	22	4,920	FF	6	4,921	J	49	6,042	HH	6	6,051	FF	21	7,934
X	23	4,920	FF	7	5,107	J	50	6,042	HH	7	6,053	FF	22	7,787
X	24	4,920	FF	8	5,108	J	51	7,166	HH	8	6,054	FF	23	7,787
X	25	4,920	FF	9	5,108				HH	9	6,055	FF	24	7,787
X	26	4,920	FF	10	5,109	Y	3	6,216	HH	10	6,048	FF	25	10,878
X	27	4,920	FF	11	5,110	Y	4	6,001	HH	11	5,171			
X	28	4,920	FF	12	5,112	Y	5	6,001	HH	12	6,064	GG	1	7,598
X	29	4,920	FF	13	5,074	Y	6	6,002	HH	13	6,616	GG	2	7,320
X	30	4,920	FF	14	5,506	Y	7	6,002	HH	14	6,412	GG	3	7,320
X	31	4,924	FF	15	7,432	Y	8	6,003	HH	15	6,059	GG	4	7,320
X	32	5,289				Y	9	6,004	HH	16	6,000	GG	5	7,320
X	33	6,159	II	1	6,169	Y	10	7,412	HH	17	6,000	GG	6	7,636
			II	2	5,114				HH	18	6,000	GG	7	7,834
			II	3	5,114	BB	9	9,437	HH	19	7,164	GG	8	7,836
Y	11	6,357	II	4	5,114	BB	10	6,810	HH	20	7,196	GG	9	7,835
Y	12	5,071	II	5	5,114	BB	11	6,762				GG	10	7,601
Y	13	5,071	II	6	5,114	BB	12	6,449	JJ	12	8,627	GG	11	7,200
Y	14	5,071	II	7	5,114	BB	13	8,474	JJ	13	7,595	GG	12	7,200
Y	15	5,072	II	8	5,114	BB	14	6,203	JJ	14	6,811	GG	13	7,200
Y	16	5,072	II	9	5,114	BB	15	6,023	JJ	15	6,480	GG	14	7,919
Y	17	5,073	II	10	5,114	BB	16	6,000	JJ	16	6,480	GG	15	7,896
Y	18	5,073	II	11	5,118	BB	17	6,000	JJ	17	6,480	GG	16	7,823
Y	19	5,074	II	12	6,022	BB	18	6,550	JJ	18	6,480	GG	17	8,025
Y	20	5,074	II	13	6,404				JJ	19	8,140	GG	18	8,592
Y	21	5,074	II	14	4,920	CC	13	7,399				GG	19	8,213
Y	22	6,460	II	15	4,920	CC	14	6,095	MM	23	8,192	GG	20	11,613
			II	16	4,920	CC	15	6,086	MM	24	7,809			
Z	16	6,357	II	17	4,920	CC	16	6,086	MM	25	6,861			
Z	17	6,400	II	18	4,920	CC	17	6,086	MM	26	6,212			
Z	18	6,404	II	19	4,920	CC	18	6,086	MM	27	6,120			
Z	19	6,403	II	20	4,920	CC	19	6,086	MM	28	6,120			
			II	21	4,920	CC	20	6,086	MM	29	6,120			
CC	1	6,309	II	22	4,920	CC	21	6,086	MM	30	6,120			
CC	2	5,159	II	23	4,920	CC	22	7,410	MM	31	6,120			
CC	3	5,076	II	24	6,280				MM	32	6,120			
CC	4	5,076				EE	1	8,485	MM	33	6,275			
CC	5	5,076	JJ	1	6,461	EE	2	6,195	MM	34	6,559			
CC	6	5,076	JJ	2	5,064	EE	3	6,361	MM	35	6,717			
CC	7	5,076	JJ	3	5,064	EE	4	6,527	MM	36	7,700			
CC	8	5,076	JJ	4	5,064	EE	5	6,481						
CC	9	5,076	JJ	5	5,064	EE	6	14,992						
CC	10	5,076	JJ	6	5,064	EE	7	10,938						
CC	11	5,076	JJ	7	5,064	EE	8	5,592						
CC	12	6,359	JJ	8	5,064	EE	9	6,300						
			JJ	9	5,064	EE	10	6,063						
EE	12	6,209	JJ	10	5,081	EE	11	7,525						
EE	13	5,734	JJ	11	6,991									
EE	14	5,041				GG	21	6,760						
EE	15	4,983	MM	1	6,005	GG	22	6,502						
EE	16	5,089	MM	2	5,432	GG	23	6,003						
EE	17	5,046	MM	3	5,463	GG	24	6,003						
EE	18	5,046	MM	4	5,417	GG	25	6,003						
EE	19	5,342	MM	5	4,834	GG	26	6,003						
EE	20	4,505	MM	6	4,801	GG	27	6,003						
EE	21	4,553	MM	7	4,800	GG	28	6,003						
EE	22	11,555	MM	8	4,800	GG	29	6,003						
EE	23	4,826	MM	9	4,800	GG	30	6,003						
EE	24	5,289	MM	10	4,800	GG	31	6,003						
EE	25	5,104	MM	11	4,800	GG	32	6,003						
EE	26	4,980	MM	12	5,327	GG	33	6,003						
EE	27	4,914	MM	13	5,668	GG	34	7,368						
EE	28	4,665	MM	14	5,976	GG	35	7,160						
EE	29	4,794	MM	15	6,640	GG	36	6,079						
EE	30	4,800	MM	16	6,455	GG	37	6,287						
EE	31	4,800	MM	17	6,373	GG	38	6,286						
EE	32	4,800				GG	39	6,206						
EE	33	4,800				GG	40	6,000						
EE	34	6,466				GG	41	6,000						

LOT SUMMARY

WIDTH	PHASE 3A	% OF PHASE 3A	% OF TOTAL[1]
40'	135	48%	
50'	110	39%	
60'	35	13%	
TOTAL	280	100%	

[1]1500 LOTS - MAXIMUM ALLOWED

SHEET NO. 5 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5239\Survey\PLAT - CROSSWINDS PHASE 3A

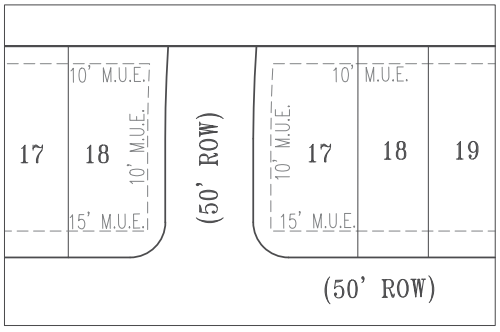
CROSSWINDS PHASE THREE-A

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF KYLE.
2. THIS PROJECT IS LOCATED IN THE BRUSHY CREEK – PLUM CREEK SUB WATERSHED.
3. NO PORTION OF THIS PRELIMINARY PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE CITY OF KYLE.
6. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM.
9. ORGANIZED GAS SERVICE MAY BE PROVIDED.
10. MINIMUM FRONT SETBACK SHALL BE TWENTY (20') FEET.
11. MINIMUM REAR SETBACK SHALL BE FIFTEEN (15') FEET.
12. MINIMUM SIDE AND INTERIOR SIDE SETBACKS SHALL BE FIVE (5') FEET.
13. MINIMUM SIDE SETBACK ADJACENT TO A PUBLIC STREET SHALL BE TEN (10') FEET.
14. A 15' MUNICIPAL UTILITY EASEMENT (M.U.E.) SHALL BE LOCATED ALONG THE FRONT OF EACH LOT ADJACENT TO THE R.O.W., A 10' M.U.E. ALONG SIDE YARDS ADJACENT TO THE ROW AND A 10' M.U.E. ALONG REAR PROPERTY LINES.
15. ALL STREETS SHALL BE DESIGNED AS IN ACCORDANCE WITH APPLICABLE CITY OF KYLE AND HAYS COUNTY DEVELOPMENT REGULATIONS AND DEDICATED AS PUBLIC R.O.W. AT FINAL PLATTING.
16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
18. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF KYLE CODE OF ORDINANCES. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE KYLE WATER UTILITY. THE UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY OF KYLE.
19. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF KYLE FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT OF EXISTING CONDITIONS.
20. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
21. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF KYLE.
22. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
23. ALL ROADWAYS WILL BE PUBLICLY DEDICATED AND MAINTAINED.
24. DRAINAGE EASEMENTS SHALL REMAIN OPEN AND FREE OF OBSTRUCTIONS.
25. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
26. PUBLIC SIDEWALKS BUILT TO THE CITY OF KYLE STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, INCLUDING CROSSWINDS PARKWAY, WHICH SHALL HAVE A 10 CONCRETE SIDEWALK ON ONE SIDE AND A 5' DECOMPOSED GRANITE ON THE OPPOSITE SIDE. ALL THE OTHER STREETS SHALL HAVE 4' CONCRETE SIDEWALKS EACH SIDE.
27. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF GOFORTH ROAD. THIS INCLUDES EXISTING STREETS ADJACENT TO THE PROPOSED SUBDIVISION, WHERE SIDEWALKS DO NOT ALREADY EXIST OR ARE IN NEED OF REPLACEMENT. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED (ORD. #439, ARTICLE V, SEC. 10). SIDEWALKS TO BE MAINTAINED BY THE CROSSWINDS MUNICIPAL UTILITY DISTRICT.
28. THE CITY OF KYLE HAS THE RIGHT TO PRUNE AND REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR.
29. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE THE ELECTRIC COMPANY THAT SHALL SERVICE THIS SUBDIVISION WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF KYLE CODE OF ORDINANCES.
30. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
31. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
32. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF KYLE AND HAYS COUNTY.
33. PARKLAND REQUIREMENTS ARE SATISFIED THROUGH THE CROSSWINDS MUNICIPAL UTILITY DISTRICT.
34. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
35. THIS FINAL PLAT IS LOCATED WITHIN ESD #5.
36. THE OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NONSTANDARD TREATMENTS OF THE R.O.W. MAY ALSO REQUIRE A LICENSE AGREEMENT.
37. APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE CITY OF KYLE'S CODE OF ORDINANCES IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE CITY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER CITY OF KYLE'S REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.
38. LOTS 20 BLOCK "Z", LOT 52 BLOCK "HH", LOT 1, BLOCK "DD", AND LOT 59 BLOCK "GG", ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR HIS OR HERS ASSIGNS.
39. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF KYLE. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
40. THE LANDOWNER SHALL BE RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING WATER AND WASTEWATER UTILITY IMPROVEMENTS, OFFSITE MAIN EXTENSION AND SYSTEM UPGRADES.
41. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION AND SIMILAR LINES SHALL BE UNDERGROUND.
42. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
43. PER CHAPTER 731 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, STORM WATER DRAINAGE FACILITIES MAY BE REQUIRED SUCH THAT THERE IS NO ADVERSE IMPACT TO THE LOCAL FLOODPLAIN, DRAINAGE WAYS, OR ROADWAYS. PER SECTION 3.02 POST DEVELOPED FLOW SHALL EQUAL PRE-DEVELOPED FOR THE 2,5,10,25, AND 100 YEAR STORM.
44. ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN.
45. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVALIABLE FOR REVIEW UPON REQUEST.

AREA TABLE	
AREA WITHIN SUBDIVISION	68.600 ACRES (2,988,218 sq. ft.)
AREA OF SINGLE FAMILY LOTS	40.291 ACRES (1,755,076 sq. ft.)
AREA WITHIN STREETS	18.335 ACRES

BLK.	LOT	S.F.	ACRES
J	44	6,049	0.139
J	45	6,036	0.139
J	46	6,037	0.139
J	47	6,038	0.139
J	48	6,040	0.139
J	49	6,042	0.139
J	50	6,042	0.139
J	51	7,166	0.165
X	17	7,015	0.161
X	18	4,800	0.110
X	19	4,920	0.113
X	20	4,920	0.113
X	21	4,920	0.113
X	22	4,920	0.113
X	23	4,920	0.113
X	24	4,920	0.113
X	25	4,920	0.113
X	26	4,920	0.113
X	27	4,920	0.113
X	28	4,920	0.113
X	29	4,920	0.113
X	30	4,920	0.113
X	31	4,924	0.113
X	32	5,289	0.121
X	33	6,159	0.141
Y	3	6,216	0.143
Y	4	6,001	0.138
Y	5	6,001	0.138
Y	6	6,002	0.138
Y	7	6,002	0.138
Y	8	6,003	0.138
Y	9	6,004	0.138
Y	10	7,412	0.170
Y	11	6,357	0.146
Y	12	5,071	0.116
Y	13	5,071	0.116
Y	14	5,071	0.116
Y	15	5,072	0.116
Y	16	5,072	0.116
Y	17	5,073	0.116
Y	18	5,073	0.116
Y	19	5,074	0.116
Y	20	5,074	0.116
Y	21	5,074	0.116
Y	22	6,460	0.148
Z	16	6,357	0.146
Z	17	6,400	0.147
Z	18	6,404	0.147
Z	19	6,403	0.147
Z	20	24,517	0.563
BB	9	9,437	0.217
BB	10	6,810	0.156
BB	11	6,762	0.155
BB	12	6,449	0.148
BB	13	8,474	0.195
BB	14	6,203	0.142
BB	15	6,023	0.138
BB	16	6,000	0.138
BB	17	6,000	0.138
BB	18	6,550	0.150
CC	1	6,309	0.145
CC	2	5,159	0.118
CC	3	5,076	0.117
CC	4	5,076	0.117
CC	5	5,076	0.117
CC	6	5,076	0.117
CC	7	5,076	0.117
CC	8	5,076	0.117
CC	9	5,076	0.117
CC	10	5,076	0.117
CC	11	5,076	0.117
CC	12	6,359	0.146
CC	13	7,399	0.170
CC	14	6,095	0.140
CC	15	6,086	0.140
CC	16	6,086	0.140
CC	17	6,086	0.140
CC	18	6,086	0.140
CC	19	6,086	0.140
CC	20	6,086	0.140
CC	21	6,086	0.140
CC	22	7,410	0.170
EE	1	8,485	0.195
EE	2	6,195	0.142
EE	3	6,361	0.146
EE	4	6,527	0.150
EE	5	6,481	0.149
EE	6	14,992	0.344
EE	7	10,938	0.251
EE	8	5,592	0.128
EE	9	6,300	0.145
EE	10	6,063	0.139
EE	11	7,525	0.173
EE	12	6,209	0.143
EE	13	5,734	0.132
EE	14	5,041	0.116
EE	15	4,983	0.114
EE	16	5,089	0.117
EE	17	5,046	0.116
EE	18	5,046	0.116
EE	19	5,342	0.123
EE	20	4,505	0.103
EE	21	4,553	0.105
EE	22	11,555	0.265
EE	23	4,826	0.111
EE	24	5,289	0.121
EE	25	5,104	0.117
EE	26	4,980	0.114
EE	27	4,914	0.113
EE	28	4,665	0.114
EE	29	4,794	0.110
EE	30	4,800	0.110
EE	31	4,800	0.110
EE	32	4,800	0.110
EE	33	4,800	0.110
EE	34	6,466	0.148
FF	1	8,159	0.187
FF	2	4,920	0.113
FF	3	4,920	0.113
FF	4	4,920	0.113
FF	5	4,920	0.113
FF	6	4,921	0.113
FF	7	5,107	0.117
FF	8	5,108	0.117
FF	9	5,108	0.117
FF	10	5,109	0.117
FF	11	5,110	0.117
FF	12	5,112	0.117
FF	13	5,074	0.116
FF	14	5,506	0.126
FF	15	7,432	0.171
FF	16	8,911	0.205
FF	17	8,304	0.191
FF	18	8,272	0.190
FF	19	8,272	0.190
FF	20	8,272	0.190
FF	21	7,934	0.182
FF	22	7,787	0.179
FF	23	7,787	0.179
FF	24	7,787	0.179
FF	25	10,878	0.250
GG	1	7,598	0.174
GG	2	7,320	0.168
GG	3	7,320	0.168
GG	4	7,320	0.168
GG	5	7,320	0.168
GG	6	7,636	0.175
GG	7	7,834	0.180
GG	8	7,836	0.180
GG	9	7,835	0.180
GG	10	7,601	0.175
GG	11	7,200	0.165
GG	12	7,200	0.165
GG	13	7,200	0.165
GG	14	7,919	0.182
GG	15	7,896	0.181
GG	16	7,823	0.180
GG	17	8,317	0.191
GG	18	8,648	0.199
GG	19	8,919	0.205
GG	20	10,817	0.248
GG	21	6,760	0.155
GG	22	6,502	0.149
GG	23	6,003	0.138
GG	24	6,003	0.138
GG	25	6,003	0.138
GG	26	6,003	0.138
GG	27	6,003	0.138
GG	28	6,003	0.138
GG	29	6,003	0.138
GG	30	6,003	0.138
GG	31	6,003	0.138
GG	32	6,003	0.138
GG	33	6,003	0.138
GG	34	7,374	0.169
GG	35	7,160	0.164
GG	36	6,076	0.139
GG	37	6,282	0.144
GG	38	6,286	0.144
GG	39	6,206	0.142
GG	40	6,000	0.138
GG	41	6,000	0.138
GG	59	290,696	6.673
HH	1	7,168	0.165
HH	2	6,047	0.139
HH	3	6,048	0.139
HH	4	6,049	0.139
HH	5	6,050	0.139
HH	6	6,051	0.139
HH	7	6,053	0.139
HH	8	6,054	0.139
HH	9	6,055	0.139
HH	10	6,048	0.139
HH	11	5,171	0.119
HH	12	6,064	0.139
HH	13	6,616	0.152
HH	14	6,412	0.147
HH	15	6,059	0.139
HH	16	6,000	0.138
HH	17	6,000	0.138
HH	18	6,000	0.138
HH	19	7,164	0.164
HH	20	7,196	0.165
HH	52	88,734	2.037
II	1	6,169	0.142
II	2	5,114	0.117
II	3	5,114	0.117
II	4	5,114	0.117
II	5	5,114	0.117
II	6	5,114	0.117
II	7	5,114	0.117
II	8	5,114	0.117
II	9	5,114	0.117
II	10	5,114	0.117
II	11	5,118	0.117
II	12	6,022	0.138
II	13	6,404	0.147
II	14	4,920	0.113
II	15	4,920	0.113
II	16	4,920	0.113
II	17	4,920	0.113
II	18	4,920	0.113
II	19	4,920	0.113
II	20	4,920	0.113
II	21	4,920	0.113
II	22	4,920	0.113
II	23	4,920	0.113
II	24	6,280	0.144
JJ	1	6,461	0.148
JJ	2	5,064	0.116
JJ	3	5,064	0.116
JJ	4	5,064	0.116
JJ	5	5,064	0.116
JJ	6	5,064	0.116
JJ	7	5,064	0.116
JJ	8	5,064	0.116
JJ	9	5,064	0.116
JJ	10	5,081	0.117
JJ	11	6,991	0.160
JJ	12	8,627	0.198
JJ	13	7,595	0.174
JJ	14	6,811	0.156
JJ	15	6,480	0.149
JJ	16	6,480	0.149
JJ	17	6,480	0.149
JJ	18	6,480	0.149
JJ	19	8,140	0.187
MM	1	6,005	0.138
MM	2	5,432	0.125
MM	3	5,463	0.125
MM	4	5,417	0.124
MM	5	4,834	0.111
MM	6	4,801	0.110
MM	7	4,800	0.110
MM	8	4,800	0.110
MM	9	4,800	0.110
MM	10	4,800	0.110
MM	11	4,800	0.110
MM	12	5,327	0.122
MM	13	5,668	0.130
MM	14	5,976	0.137
MM	15	6,640	0.152
MM	16	6,455	0.148
MM	17	6,373	0.146
MM	18	8,914	0.205
MM	19	8,346	0.192
MM	20	8,853	0.203
MM	21	9,065	0.208
MM	22	10,523	0.242
MM	23	8,192	0.188
MM	24	7,809	0.179
MM	25	6,861	0.158
MM	26	6,212	0.143
MM	27	6,120	0.140
MM	28	6,120	0.140
MM	29	6,120	0.140
MM	30	6,120	0.140
MM	31	6,120	0.140
MM	32	6,120	0.140
MM	33	6,275	0.144
MM	34	6,559	0.151
MM	35	6,717	0.154
MM	36	7,700	0.177



M.U.E. DETAIL
SCALE 1" = 50'

SHEET NO. 6 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5239\Survey\PLAT – CROSSWINDS PHASE 3A

CROSSWINDS PHASE THREE-A

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

THAT DEVELOPMENT SOLUTIONS CW, LLC, ACTING BY AND THROUGH ITS MANAGER, GREGORY L. RICH, OWNER OF 445.757 ACRES OF LAND OUT OF THE SAMUEL LITTLE SURVEY, NO. 8, A-286, IN HAYS COUNTY, TEXAS, AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4960, PAGE 584, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE A 68.706 ACRE PORTION OF SAID TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

"CROSSWINDS PHASE THREE-A"

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

WITNESS MY HAND THIS THE _____ DAY OF _____ A.D. 20___.

_____
GREGORY L. RICH/ MANAGER
DEVELOPMENT SOLUTIONS CW, LLC

STATE OF TEXAS }
COUNTY OF HAYS}

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED GREGORY L. RICH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

_____
NOTARY PUBLIC, STATE OF TEXAS

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

THE OWNERS OF THE LAND SHOWN ON THIS PLAT WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATED TO USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICE REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY; I (WE), MY (OUR) SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT I (WE) MAY HAVE AS A RESULT OF DEDICATIONS OF EXACTIONS MADE HEREIN.

_____
INTERNATIONAL BANK OF COMMERCE

STATE OF TEXAS }
COUNTY OF HAYS}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMISSION EXPIRES:_____

STATE OF TEXAS }
COUNTY OF TRAVIS }

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

DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANELS 48209C 0290F AND 48209C 0293F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND /OR OPEN SPACE AND DRAINAGE EASEMENT LOTS.

_____ DATE
BRETT R. PASQUARELLA, P.E. No. 84769
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
(512) 280-5160

STATE OF TEXAS }
COUNTY OF TRAVIS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

SURVEYED BY: _____
AARON V. THOMASON, R.P.L.S #6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
aaron@cbdeng.com

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

REVIEWED BY:

_____ _____
CITY ENGINEER, CITY OF KYLE DATE

REVIEWED BY:

_____ _____
DIRECTOR OF PUBLIC WORKS, CITY OF KYLE DATE

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, A.D. 20_____.

_____
CHAIRPERSON

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

_____ _____
MARCUS PACHECO, DIRECTOR ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY DEVELOPMENT SERVICES HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

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

_____
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS }
COUNTY OF HAYS }

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____, A.D., AND DULY RECORDED ON THE _____

DAY OF _____, 20_____ A.D., AT _____ O'CLOCK ____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF_____, 20_____, A.D.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

SHEET NO. 7 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5239\Survey\PLAT - CROSSWINDS PHASE 3A

Bond No. 800132235

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CF CSLK XWIND LLC, as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441 a corporation organized and existing under the laws of the state of New York and authorized to transact business in the Texas, as Surety, are held and firmly bound unto the County of Hays, Texas, with an address of Hays County Judge, 111 East San Antonio Street, Suite 300, San Marcos, TX 78666, as Obligee, in the penal sum of Three Million Five Hundred Six Thousand Two Hundred Five and 95/100 ($3,506,205.95) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has agreed to construct in the County of Hays, Texas the following improvements: Crosswinds Phase 3A – Streets and Erosion Control Items.

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said work in accordance with agreement (s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 19th day of January, 2022.

CF CSLK XWIND LLC
Principal

By: JASON MEYER
(Title) CHIEF OPERATING OFFICER

Atlantic Specialty Insurance Company
Surety

By: _____
Brook T. Smith, Attorney-in-Fact

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of January, 2022

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1787-PC; Call for a Public Hearing on February 15, 2022 to discuss approval of the final plat of the Rolling Oaks, Section 4, Lot 55, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

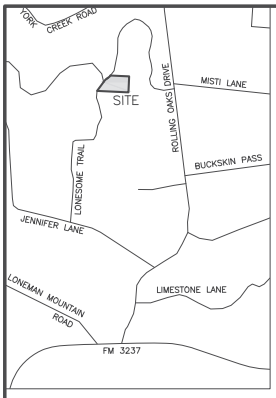
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Rolling Oaks, Section Four is a recorded subdivision located off of FM 3237 in Precinct 3.

The proposed re-plat will divide the 4.884 acre lot 55 into 4 lots: 55A, 55B, 55C, and 55D. Water service will be provided by rainwater harvesting. Wastewater treatment will be accomplished by individual on-site sewage facilities.



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0235F, DATED 9/2/2005, A PORTION OF LOT 6C LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 21-590508-AM, DATED APRIL 27, 2021 PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY. THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
NOTES CORRESPONDING TO SCHEDULE B OF TITLE COMMITMENT G.F. NO. 21-590508-AM
10(F) A 50' WIDE INGRESS/EGRESS EASEMENT RECORDED IN VOLUME 1, PAGE 89 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS. AFFECTS SUBJECT TRACT AND IS PLOTTED HEREON.
10(G) A BLANKET-TYPE ELECTRIC EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 233, PAGE 277 OF THE HAYS COUNTY DEED RECORDS. AFFECTS SUBJECT PROPERTY BUT CONTAINS NO PLOTTABLE INFORMATION.
10(H) A DEDICATION OF ROADS AND STREETS TO THE PUBLIC, RECORDED IN VOLUME 301, PAGE 170 OF THE HAYS COUNTY DEED RECORDS. AFFECTS SUBJECT PROPERTY AND IS PLOTTED HEREON. HOWEVER, IT APPEARS THAT THE DEDICATION WAS FOR EASEMENT PURPOSES ONLY. SINCE LOTS WITHIN THE SUBDIVISION WERE SOLD PRIOR TO THE DEDICATION.
5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES CORPORATE CITY LIMITS OR AREA OF EXTRATERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.
13. THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER AUTHORITY.
14. A 10' WIDE P.U.E. IS HEREBY DEDICATED ALONG ALL FRONT, SIDE AND REAR LOT LINES.
15. A 10' WIDE ELECTRIC EASEMENT CENTERED ON EXISTING STRUCTURES IS HEREBY GRANTED TO P.E.C. BY A SEPARATE DOCUMENT.
16. THESE LOTS LIE WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICTS.
17. THESE LOTS ARE SUBJECT TO A 25' WIDE BUILDING SETBACK ALONG ROADWAYS PER HAYS COUNTY REGULATIONS IN CHAPTER 721.
18. LOTS 55A, 55B AND 55D ARE RESTRICTED TO ADVANCED ON-SITE SEWAGE FACILITIES.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABRAHAM ROTHBAUM, OWNERS OF LOT 55, ROLLING OAKS RANCH, SECTION ONE, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED JUNE 8, 2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21030686 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 5, ROLLING OAKS RANCH, SECTION FOUR, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
ABRAHAM ROTHBAUM, OWNER
P.O. BOX 6355
AUSTIN, TEXAS 78762

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ABRAHAM ROTHBAUM, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF _____, A.D., 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__, AT _____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20__ AT _____ O'CLOCK _____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

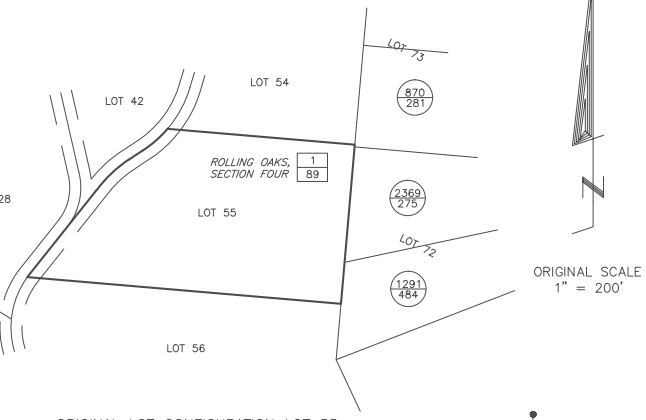
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20__, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20__

_____ _____
RUBEN BECERRA — ELAINE H. CARDENAS
COUNTY JUDGE — COUNTY CLERK
HAYS COUNTY, TEXAS — HAYS COUNTY, TEXAS

LEGEND

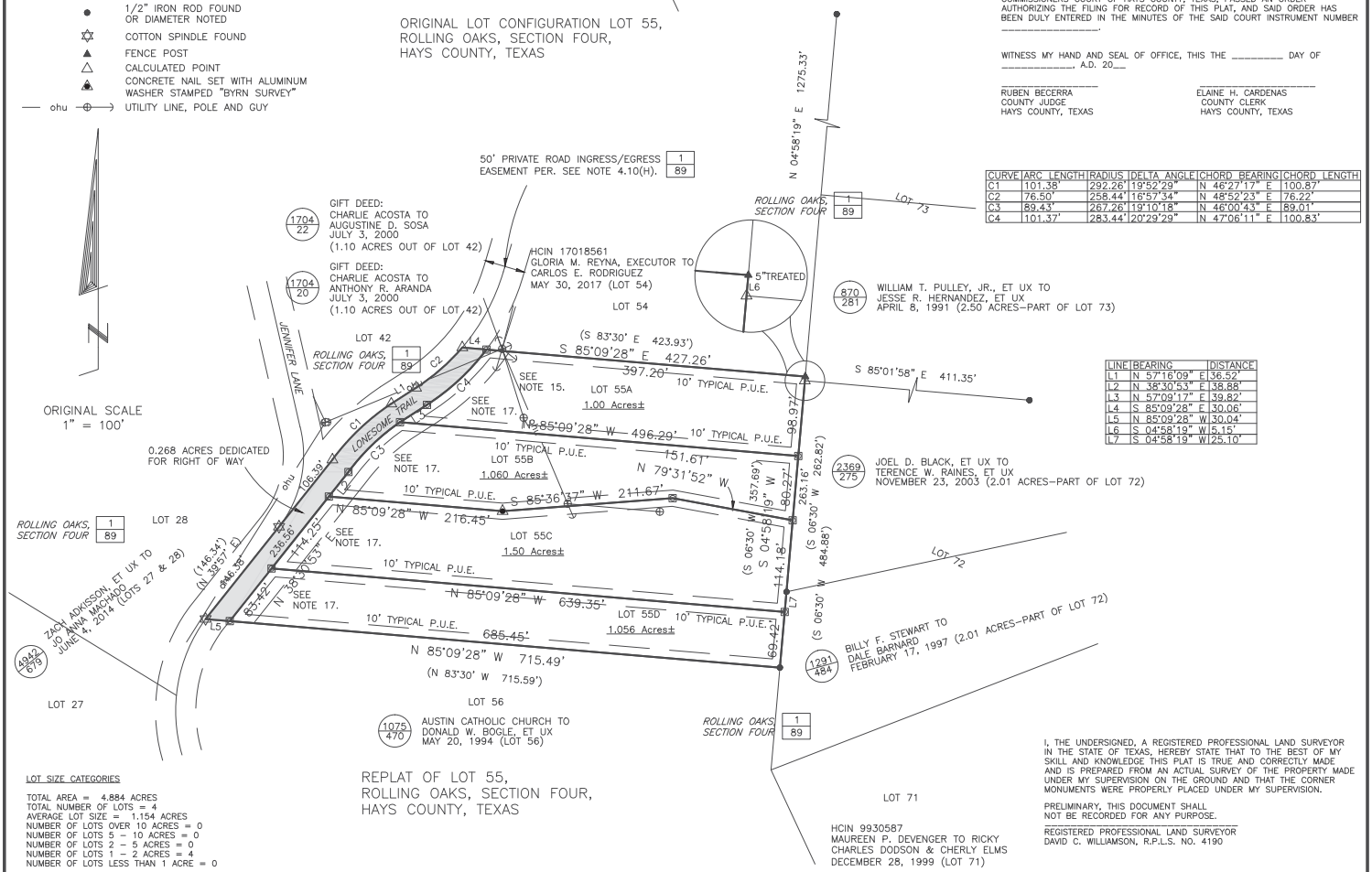
- VOL/PG — HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- VOL/PG — HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- COTTON SPINDLE FOUND
- FENCE POST
- CALCULATED POINT
- CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY"
- ohu — UTILITY LINE, POLE AND GUY



ORIGINAL LOT CONFIGURATION LOT 55, ROLLING OAKS, SECTION FOUR, HAYS COUNTY, TEXAS

ORIGINAL SCALE 1" = 200'

ORIGINAL SCALE 1" = 100'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	101.38'	292.26'	19°52'29"	N 46°27'17" E	100.87'
C2	76.50'	258.44'	16°57'34"	N 48°52'23" E	76.22'
C3	89.43'	267.26'	19°10'18"	N 46°00'43" E	89.01'
C4	101.37'	283.44'	20°29'29"	N 47°06'11" E	100.83'

LINE	BEARING	DISTANCE
L1	N 57°16'09" E	36.52'
L2	N 36°30'53" E	38.86'
L3	N 57°09'17" E	39.82'
L4	S 85°09'28" E	30.06'
L5	N 85°09'28" W	30.04'
L6	S 04°58'19" W	5.15'
L7	S 04°58'19" W	25.10'

REPLAT OF LOT 55, ROLLING OAKS, SECTION FOUR, HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

LOT SIZE CATEGORIES

TOTAL AREA = 4.884 ACRES
TOTAL NUMBER OF LOTS = 4
AVERAGE LOT SIZE = 1.154 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 0
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 4
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–RAINWATER HARVESTING
SEWER–INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
ERIC VAN GAASBEEK, R.S., C.F.M. — DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

_____ _____
MARCUS PACHECO, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES — DATE

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

CLIENT: ROTHBAUM, ABRAHAM
DATE: JUNE 22, 2021
OFFICE: HADEN
CREW: C. SMITH, HADEN
FB/PG: 781/38
PLAT NO. 27937-21-c

REPLAT OF LOT 55, ROLLING OAKS RANCH, SECTION 4, HAYS COUNTY, TEXAS

DAGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a Master Service Agreement and Lease Product Schedule with Ricoh USA, Inc. for County Wide Copiers.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 1, 2022	

LINE ITEM NUMBER

Various Departments

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

On January 12, 2021, Commissioners Court authorized the County to enter into an agreement with Ricoh USA, Inc. for all countywide leased copiers. Forty-Four (44) of the leased copiers were expired at the time and were updated at that time. The remaining twenty-four (24) copiers were approved to be added to the approved service agreement as their current contracts expire. Fifteen (15) of the remaining twenty-four (24) are expiring and need to be added to our service agreement.

Funds are available within the departments operating budgets for the monthly lease amounts as outlined on the product lease schedule.

Ricoh Pricing Breakdown (Buyboard # 616-20) - Will be brought to Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the Collection Agreement with the City of San Marcos, acting as Board of Directors for the Whisper South Public Improvement District.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	INGALSBE	N/A

SUMMARY

Hays County has been asked to collect the assessment for the Whisper South PID on the annual property tax bill.

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the City of San Marcos, Texas, acting as the Whisper South Public Improvement District Board of Directors, hereinafter called "District", and is entered into on this the ____day of_____, 2020, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes and special assessments, hereinafter called "Assessments", into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from _____ through September 30, 2022, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of assessments that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

a. Receive current and delinquent assessment roll from the District on or before September 15 of each year.

b. Preparing and mailing of current and all required delinquent assessment statements, which may be combined with property tax statements.

c. Proration of assessment bills as required.

d. Correction of assessment bills as required.

e. Preparation of assessment receipts, which may be combined with property tax receipts.

f. Collection of current and delinquent assessments.

g. Issuance of assessment refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2022. To date, no prior assessment records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent assessments for the District as the County deems necessary.

B. Pursuant to Section 372.018 (f) of the Texas Local Government Code, the District hereby consents to the attorney or law firm that represents the County to enforce the collection of delinquent taxes to represent the District in the collection of delinquent assessments. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel. The County will provide a copy of the current written contract with legal counsel to the District and will provide periodic performance reports regarding such contract.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of assessments for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net assessments, penalties, and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise, in a diligent and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of assessments, penalties, and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code up to the amount of $2,500.00 per account. All refund requests in excess of $2,500.00 per account shall be sent to the District by County for approval by its governing body. County shall send such refund request within seven days of processing and the District shall have such refunds approved and the requested returned to County for payment within thirty (30) days of receipt. The monthly report of collections forwarded from County to the District shall also report all funds paid out.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be $0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and $0.85 (85 cents) for

each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the adoption of its assessment roll rate each year.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty, or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

City of San Marcos acting as Whisper South PID Board of Directors

Attest:

_____ By:_____

Secretary President

HAYS COUNTY

Attest:

_____ By:_____

Elaine Cardenas, County Clerk Ruben Becerra, County Judge

Approved:

Jenifer O’Kane
Hays County Tax Assessor-Collector

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Funding Agreement Between Hays County and the City of Kyle for the purposes of a Hays County Citizen Reporting System and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 1, 2022	N/A

LINE ITEM NUMBER

001-618-99-135]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The County shall utilize the County's award of the Coronavirus Emergency Supplemental Funding Program related to a Hays County Citizen Reporting System from the Department of Justice Office of Justice Programs Bureau of Justice Assistance in the amount of $37,094.00, and the County's Agreement with LexisNexis for the Coplogic Solutions, to assist in providing an online citizen reporting system designed to minimize the encounters between law enforcement officers and citizens in an effort to limit the spread of exposure to COVID-19. Such online reporting system allows citizens to submit non-emergency incidents to law enforcement officials and integrate the reports into the County's existing Records Management Software to create efficient workflows.

Budget Amendment:
Increase Intergovernmental Revenue ($10,225)
Increase Software Licensing $10,225

FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR PURPOSES OF A HAYS COUNTY CITIZEN REPORTING SYSTEM

STATE OF TEXAS §
§
COUNTY OF HAYS §

SECTION I. PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between the County of Hays, hereinafter referred to as "County," and the City of Kyle, hereinafter referred to as "City." The City and the County are both political subdivisions of the State of Texas. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. COUNTY PERFORMANCE

The County shall utilize the County's award of the Coronavirus Emergency Supplemental Funding Program related to a Hays County Citizen Reporting System from the Department of Justice Office of Justice Programs Bureau of Justice Assistance in the amount of $37,094.00, and the County's Agreement with LexisNexis for the Coplogic Solutions, to assist in providing an online citizen reporting system designed to minimize the encounters between law enforcement officers and citizens in an effort to limit the spread of exposure to COVID-19. Such online reporting system allows citizens to submit non-emergency incidents to law enforcement officials and integrate the reports into the County's existing Records Management Software to create efficient workflows. City also has access to and utilizes the County's Records Management Software.

SECTION III. TERM OF AGREEMENT

The period for performance of this Agreement shall commence January 18, 2022 The Agreement shall automatically renew for successive one (1) year periods each October 1st unless otherwise terminated in accordance with Section IX below.

SECTION IV. CITY PERFORMANCE

A. Notwithstanding any other provision of this Agreement, the City shall fully reimburse the County for the costs associated with the City's portion of the Hays County Citizen Reporting Software (approximately $10,225.00), including any price increases set forth by LexisNexis, once the above-mentioned grant funds deplete. Funds for the participation in this Agreement have been provided through the Kyle City Council for FY 2023 only. This Agreement shall automatically terminate if the City does not appropriate funds to continue this Agreement.

B. The County shall accordingly invoice the City for any costs related to the City's portion of the Hays County Citizen Reporting Software. The City shall pay all invoices received from the County within thirty (30) days of receipt. Delay of payment or failure to pay can result in

the termination of this Agreement and termination of the services provided to the City by LexisNexis.

SECTION V. CONFLICT OF INTEREST

No official or employee of the County and no official or employee of the City, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

SECTION VI. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION VII. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this Agreement and which were made prior to the date of commencement specified in Section III, between the City and the County have been reduced to writing and are contained herein.

SECTION VIII. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this Agreement.

SECTION IX. EARLY TERMINATION

A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty (30) days prior to the effective date of such termination. Should neither party exercise their right to terminate, this Agreement shall terminate in accordance with the provision of Section III.

B. In no event shall the County be liable to the City or the City’s creditors for expenses incurred after termination date.

C. Termination of this Agreement shall not interfere with the County’s Agreement with LexisNexis.

SECTION X. NOTICE

Any and all notices related to this Agreement shall be sent via certified mail to the following:

FOR COUNTY	**FOR CITY**
Hays County Attn: County Judge 111 East San Antonio Street, Suite 300 San Marcos, Texas 78666	City of Kyle Attn: City Manager 100 W. Center Street Kyle, TX 78640

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WITNESS OUR HANDS EFFECTIVE THIS __ OF __January____, 2022.

CITY OF KYLE

Travis Mitchell
Mayor
City of Kyle

COUNTY OF HAYS

Ruben Becerra
County Judge
County of Hays

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Traffic Signal Funding Agreement between Hays County and HEB, LP regarding the installation of a traffic control device to enhance safety and mobility where the northernmost HEB driveway intersects Nutty Brown Road (near US 290 and Nutty Brown Road).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

HEB owns property on the east side of Nutty Brown Road south of US 290 and plans to build a grocery store at that location. A Traffic Impact Analysis determined a signalized intersection was needed where HEB's northernmost driveway intersects Nutty Brown. Under this agreement, HEB would design and construct the necessary signal and pay the county annually for the cost to maintain the signal.

Attached: Traffic Signal Funding Agreement

TRAFFIC SIGNAL FUNDING AGREEMENT

This Traffic Signal Funding Agreement (the "Agreement") is hereby made and entered into by and between the H-E-B, LP, a Texas limited partnership formerly known as HEB Grocery Company, LP ("HEB") and the County of Hays, a political subdivision of the State of Texas (the "County"). HEB and the County are hereinafter collectively referenced as the "Parties".

WITNESSETH:

WHEREAS, the County has the authority to regulate traffic on County roadways situated within its boundaries and not within the corporate boundaries of a town or city; and

WHEREAS, the regulation of County roadways necessitates the installation, maintenance and upon occasion, upgrading of traffic control devices; and

WHEREAS, HEB owns land near the intersection of Nutty Brown Road and US Highway 290, in Precinct 4 of Hays County, Texas, as more particularly described on Exhibit A attached hereto (the "HEB Property"); and

WHEREAS, HEB desires the installation of a traffic control device to enhance safety and mobility in and around the HEB Property by installing a traffic signal where the northernmost HEB driveway intersects with Nutty Brown Road, as depicted on Exhibit B attached hereto (the "Intersection");

WHEREAS, the County does not currently have the in-house ability to design, install, and maintain a traffic light; but HEB is willing to fund, on behalf of the County, the services of a private contractor to effectuate the planning, design, installation, and maintenance of a traffic control device at the Intersection;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

I. DESIGN AND INSTALLATION

1. As part of the ongoing development of the HEB Property, HEB shall retain the services of a private contractor (the "Installer") to plan, design, and install a traffic control device at the Intersection (the "Traffic Signal").

2. As part of its negotiation with the Installer, HEB will ensure that the Installer: a) transfers any right of warranty, whether expressed or implied, to the County, after the County has accepted the Traffic Signal, b) engages the County to develop a safety plan for installation of the Traffic Signal, c) seeks approval from the County of the Traffic Signal's design, and d) obtains legal permission from the County (by way of a License or Temporary Construction Easement) to be present in County Right of Way during installation.

3. Once HEB and Installer have entered into an agreement, providing for the installation of the Traffic Signal, and the County and Installer have completed the activities described in Section 2, above, the County will notify HEB in writing, authorizing HEB to proceed with the installation of the Traffic Signal.

4. Upon receipt of the County's written authorization to proceed, HEB and the Installer will timely prepare and submit a construction schedule, and design plans of the Traffic Signal to the County.

5. The parties agree to work cooperatively to resolve disputes or differences regarding the system

design; however, the Hays County Director of Transportation shall have the authority to issue final approval regarding said design requirements. The Parties agree, the Installer shall not commence construction of the Traffic Signal, until the County has issued written approval of the construction schedule and design plans prepared by HEB and/or the Installer. Thereafter, HEB shall use commercially reasonable efforts to ensure the Installer constructs the Traffic Signal in accordance with the construction schedule and design plans approved by the County.

6. After substantial completion of the Traffic Signal, HEB shall require that the Installer perform the customary tests to place the system in full and completely functional operation.

7. Upon request by the County, but in no event more than once every forty-five (45) days, HEB shall submit to the County written reports on the work performed, the manner of performance, and rate of progress, in reasonable detail as determined in HEB's sole discretion.

8. HEB shall be responsible for all costs billed to HEB by the Installer associated with design and installation of the Traffic Signal. When construction is substantially complete, HEB and Installer will notify the County and allow the Hays County Director of Transportation an opportunity to inspect and accept the work, which acceptance shall be made in writing to HEB and the Installer, and shall not be unreasonably withheld. Upon such acceptance, the Parties acknowledge and agree that the Traffic Signal shall become County property, and the County shall use all commercially reasonable efforts to maintain the Traffic Signal in a first-class manner consistent with the operation of other traffic signals in the greater Austin metropolitan area.

II. ONGOING MAINTENANCE

1. The County shall at all times during the term of this Agreement employ a reputable contractor to provide for the ongoing maintenance of the Traffic Signal (the "Maintenance Contractor"). The County has approved the selection of E-Z Bel Traffic Signals, LLC as the initial Maintenance Contractor. The contract for ongoing maintenance shall be annually renewable (in the County's reasonable discretion) for a period not to exceed five (5) years, after which the County shall select a Maintenance Contractor in accordance with the County's standard bid-selection process.

2. Maintenance of the Traffic Signal shall be divided into 1) routine maintenance and 2) call-outs for specific repairs, as requested by County in its commercially reasonable discretion. HEB shall pay the County the annual costs of routine maintenance, in the amount billed to the County by the Maintenance Contractor, at or about the time of annual contract renewal with the Maintenance Contractor. Costs for call-outs and unanticipated maintenance shall be paid by the County and reimbursed by HEB within thirty (30) days of receiving an invoice for those expenses. The County agrees to use commercially reasonable efforts to dispute any unreasonable or unnecessary charges billed by the Maintenance Contractor to the County, that HEB deems unreasonable or unnecessary in HEB's sole discretion.

3. The County agrees that any monies paid by HEB under this Article II shall only be used to pay for ongoing maintenance of the Traffic Signal that is the subject of this Agreement.

III. MISCELLANEOUS

1. All notices to either party by the other required under this Agreement shall be deemed sufficient if in writing and personally delivered, mailed by registered or certified mail, postage prepaid, or sent by national overnight carrier to the addresses set forth below:

Hays County:	Director of Transportation 2171 Yarrington Road San Marcos, TX 78666
With Copy to:	Office of General Counsel 111 E. San Antonio St., Suite 202 San Marcos, TX 78666
HEB:	H-E-B, LP Attention: Kathy Strimple 646 S. Flores Street San Antonio, TX 78204
With a copy to:	Golden Steves & Gordon, LLP Attention: Ami Gordon 200 E. Basse Road, Suite 200 San Antonio, Texas 78209

2. The County shall and hereby does, to the extent permitted by law, release, defend, indemnify and hold harmless HEB against all claims, suits, demands or damages of any character whatsoever, resulting from injuries or damages sustained by any person or property (including the property and employees of the parties hereto) which arises from or as a result of the system design, installation, location, upgrade, or day-to-day operation of the Traffic Signal. The County's obligation pursuant to the above-stated indemnity provision shall be payable solely from gross revenues of the County paid pursuant to this Agreement during the term hereof and any other lawfully available current funds in the year in which such obligation or any part thereof is required to be paid; and the above-stated indemnity provision shall not be construed as a waiver of sovereign or special immunity as such may apply to claims or suits by third parties.

3. This Agreement shall become effective when duly executed by all parties. This Agreement shall continue in full force and effect and may not be terminated any earlier than September 30, 2041 (the "Termination Date"), at which time it shall be automatically renewed and continue in full force and effect each year thereafter until either party sends notice of termination as herein set forth. Following the Termination Date, either party may terminate this Agreement by giving sixty (60) days' written notice to the other party; provided, however, that any pending construction projects shall proceed to completion in a reasonable time; and outstanding projects and bills shall be completed or paid on or before the expiration of the sixty (60) days.

4. Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Hays County Commissioners Court.

5. All oral and written Agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

6. This Agreement is governed by laws of the State of Texas. As obligations under this Agreement shall be performable in Hays County, Texas, venue shall lie in Hays County.

7. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

8. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that the County has declared a holiday for its employees, these days shall be omitted from the computation.

9. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

10. The Parties agree that the individuals executing this Agreement possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services contemplated under this Agreement.

11. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute one and the same instrument. In addition, properly executed, authorized signatures may be transmitted via facsimile or portable document format and upon receipt shall constitute an original signature.

THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO THE TERMS DESCRIBED HEREIN, AS IS EVIDENCED BY THEIR DULY AUTHORIZED SIGNATURES, BELOW.

H-E-B, LP, a Texas limited partnership

AG

_____

By: Benjamin R. Scott
Title: Vice President of Real Estate

_____

Date

Hays County, Texas

_____

By: Judge Ruben Becerra
Hays County Judge

_____

Date

Attest:

_____

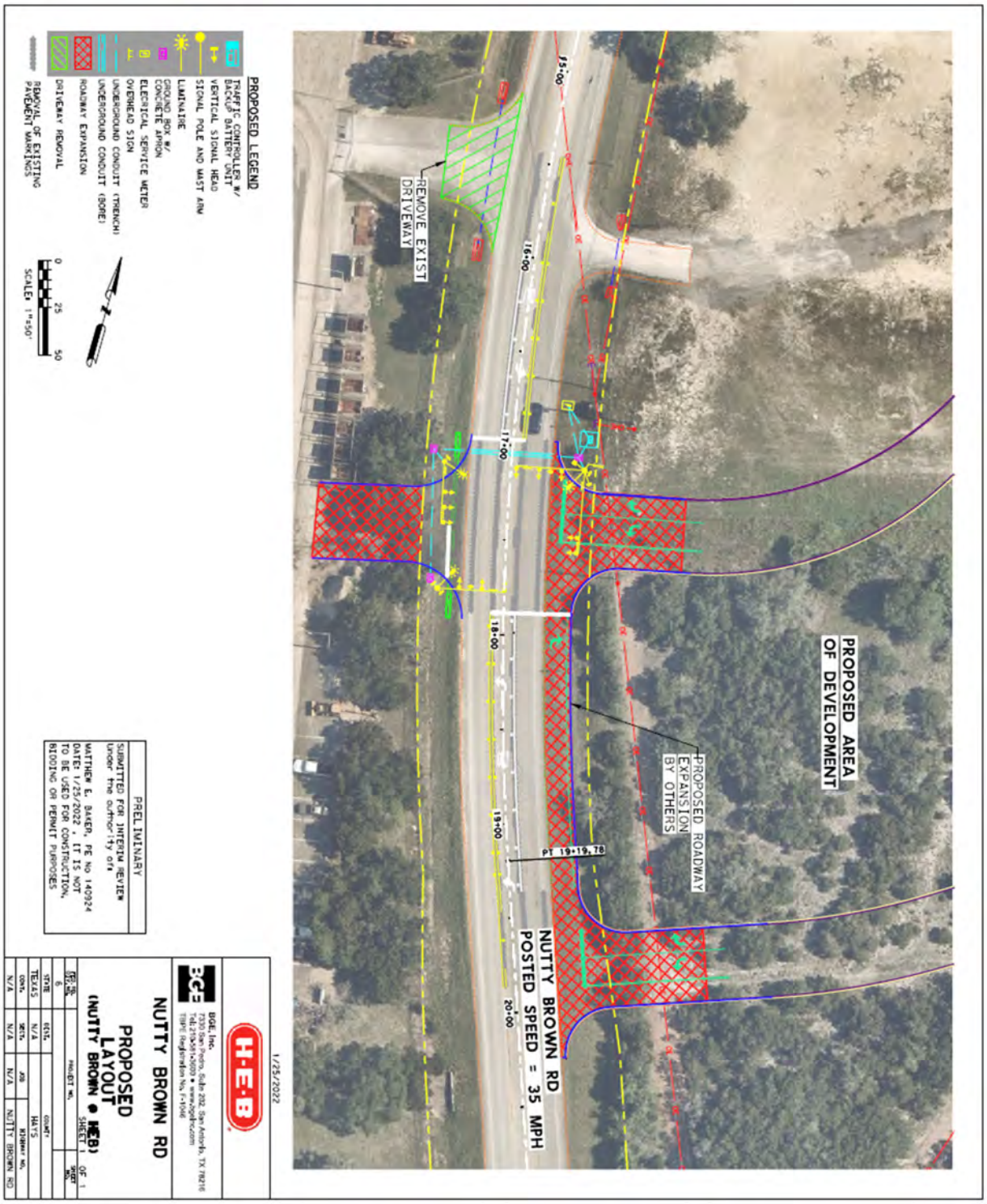
By: Elaine Cardenas, MBA, PhD
Hays County Clerk

Exhibit A
HEB Property Description

Lot 1A, Block "A" Section 1, of a Resubdivision of Lot 5, Silver Spur Ranchettes Section 3 and portion of Lot 1, Silver Spur Ranchettes Section 1, a Subdivision of Record in Hays County, Texas, according to the map or plat thereof recorded in Volume 18, Page 212 of the Plat Records of Hays County.

Lot 1, Block 1, of HEB Nutty Brown, a Subdivision of Record in Hays County, Texas, according to the map or plat thereof recorded under Document Number 21049020 of the Plat Records of Hays County.

Exhibit B
Depiction of the Intersection



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County and Caldwell County for the 2022-2023 Solid Waste Program Grant application through the Capital Area Council of Governments (CAPCOG).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 1, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County and Caldwell County agree to mutually host a tire-only community collection event. If funded, Hays County will provide volunteers to work the event, coordinate with Caldwell County in developing “public-private” contributions for such things as morning/lunch refreshments, port-a-potty rental, and other event needs, promote the event through local print and social media resources, pay an equal share of expenses incurred that may not be covered with grant funding, and County representatives may attend the CAPCOG SWAC meeting to assist in the promotion of the grant application.

Attachments: MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN CALDWELL COUNTY AND HAYS COUNTY

WHEREAS, Caldwell County is preparing an application for a 2022-2023 Solid Waste Program Grant offered through the Capital Area Council of Governments (CAPCOG) to seek funding for four general community collection events and one tire-only collection event, and

WHEREAS, Caldwell County and Hays County agree to mutually host the tire-only community collection event.

NOW, THEREFORE BE IT RESOLVED, that Caldwell County and Hays County recognize and agree to the described respective responsibilities for mutual co-sponsorship of the tire-only collection event.

Caldwell County

1. Caldwell County will be the lead agency in submitting a grant to CAPCOG.
2. Caldwell County is contacting with Reliable Tire Disposal (RTD) in Burnet, TX to provide tire collection trailers. Reliable Tire Disposal is the contracted Hays County vendor for tire collection services, and has contracted with Caldwell County for previously sponsored tire collection events.
3. Caldwell County will:
    a. Secure the tire collection event location.
    b. Provide volunteers and equipment to work the event.
    c. Coordinate with Hays County in developing "public-private" contributions for such things as morning/lunch refreshments, port-a-potty rental, and other event needs.
    d. Prepare sign-in forms for residents to sign upon entering the event site.
    e. Provide local newspaper ads and social media resources to promote the event.
    f. Maintain the resident sign-in forms, volunteer sign-in forms and financial accounting documents for expenses incurred within Caldwell County.
    g. Place appropriate road direction signage in proximity of the event site.
    h. Pay an equal share of expenses incurred that may not be covered with grant funding.

i. The Grants Administrator will attend required CAPCOG meetings to promote the grant application to the Solid Waste Advisory Committee, and if awarded a grant, will attend a mandated Grant Guideline instructional meeting.

Hays County

1. Hays County will serve as co-sponsor of the event.
2. Hays County will:
    a. Provide volunteers to work the event.
    b. Coordinate with Caldwell County in developing "public-private" contributions for such things as morning/lunch refreshments, port-a-potty rental, and other event needs.
    c. Hays County will promote the event through local print and social media resources.
    d. Hays County will pay an equal share of expenses incurred that may not be covered with grant funding.
    e. County representatives may attend the CAPCOG SWAC meeting to assist in the promotion of the grant application.

Caldwell County	**Hays County**
_____	Ruben Becerra
Print Name of Authorized Official	Print Name of Authorized Official
_____	Hays County Judge
Title	Title
_____	_____
Signature	Signature
_____	_____
Date	Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to adopt a Resolution related to Hays County's use of American Rescue Plan Act (ARPA) funding.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

See attached Resolution

RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, to continue recovery from COVID-19, the American Rescue Plan Act of 2021 ("ARPA") authorized approximately $350 Billion in funding for state, local, territorial, and tribal governments; and

WHEREAS, these funds are intended for acute pandemic response needs, revenue shortfalls, and general support for communities and populations impacted by the COVID-19 crisis; and

WHEREAS, Hays County has been earmarked to receive approximately $44,711,903.00 in ARPA funding and has already received half of those funds; and

WHEREAS, the Hays County Commissioners Court, in order to create a framework for equitable distribution of ARPA funds throughout the geographic jurisdiction of Hays County, resolved on June 22, 2021 to earmark approximately $10,711,903 for County-wide projects and approximately $8,500,000 for projects within each of the four Commissioners Precincts; and

WHEREAS, the redistricting of Commissioners precinct boundaries and additional guidance from the United State Treasury regarding use of the Lost Revenue model calls for additional clarification from the Commissioners Court regarding the local use of ARPA funds; and

WHEREAS, the Hays County Commissioners Court wishes to provide sufficient parameters for the local expenditure of ARPA funds;

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court shall distribute ARPA funding for use within Hays County as follows:

1. All funds will continue to be spent in compliance with the guidelines and principles contained in the United States Treasury's Interim Final Rules; and
2. The delineations of funding created in the June 22, 2021 resolution of Commissioners Court shall remain, but any uncommitted funds earmarked for the precincts shall be earmarked for projects within precincts as they were redistricted in November of 2021; and
3. Out of the $45,711,903 allocated to Hays County, the standard allowance of $10,000,000 for Revenue Loss provided by the U.S. Treasury shall be applied to any already-committed ARPA expenditures on an as-necessary basis (as determined by the Hays County Auditor) after which funds attributable to Revenue Loss shall be divided equally among the four Commissioners Precincts.

RESOLVED, ORDERED, AND DECLARED this the ___ day of _____, 2022, by the Hays County Commissioners Court.

_____
RUBEN BECERRA
HAYS COUNTY JUDGE

_____
ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Funding Agreement for Testing of Seized Drug Evidence between Hays County, the City of San Marcos, the City of Kyle, and the City of Buda regarding a reimbursement of funds paid to the Department of Public Safety for testing of seized drug evidence.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MAU	SHELL	N/A

SUMMARY

The County currently has an Interlocal Cooperation Contract with DPS for expedited testing of seized drug evidence submitted by all law enforcement agencies within the County. Under this attached Interlocal Funding Agreement, the Parties shall each contribute a pro-rata share towards costs associated with expedited testing of seized drug evidence since the service benefits all parties involved.

INTERLOCAL FUNDING AGREEMENT
FOR TESTING OF SEIZED DRUG EVIDENCE

This Interlocal Funding Agreement for Testing of Seized Drug Evidence (the "Agreement") is made and entered into to be effective as of October 1, 2021, between Hays County, a political subdivision of the State of Texas (the "County"), 712 South Stagecoach Trail, Suite 2057, San Marcos, Texas, 78666; the City of San Marcos, a Texas municipality, 630 E. Hopkins, San Marcos, Texas 78666; the City of Kyle, a Texas municipality, 100 W. Center Street, Kyle, Texas 78640; and the City of Buda, a Texas municipality, 405 E. Loop St., Bldg 100, Buda, Texas 78610 (collectively the "Cities") in regards to a reimbursement of funds paid to the Department of Public Safety ("DPS) for testing of seized drug evidence for the County and Cities. County and Cities may be referred to, collectively, as the "Parties."

RECITALS

WHEREAS, the County and the Cities have the need for assistance in expedited testing of seized drug evidence; and

WHEREAS, the County has entered into an interlocal cooperation contract with DPS for such services which was approved by the Hays County Commissioners Court and executed on or about February 9, 2021 ("DPS Contract"); and

WHEREAS, the DPS Contract also authorizes DPS to test evidence submitted by all law enforcement agencies within the County, including but not limited to, the Cities; and

WHEREAS, the Parties have agreed that each entity should equitably share in the cost of this service as the service benefits all Parties involved.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations of the Parties in this Agreement, the County and Cities agree as follows:

ARTICLE 1
PURPOSE

1.1 The purpose of this Agreement is to set forth the terms and conditions under which the Cities, collectively, will contribute toward funding the Agreement in an amount not to exceed Four Hundred Thousand Dollars ($400,000.00 USD) over the life of the Agreement, or a variable but maximum annual payment of One Hundred, Seven Thousand Dollars ($107,000.00 USD), for the expedited testing of drug evidence by DPS, in accordance with *Exhibit A*, attached hereto and incorporated herein. The Parties agree that the County will receive invoices from DPS and make timely payment for the expedited testing, while the Cities contribute their pro rata share directly to the County on a variable fiscal year basis.

1.2 For fiscal year 2022 (FY 2022), the Parties shall contribute a pro-rata share toward the invoice costs, in accordance with *Exhibit B*, attached hereto and incorporated herein, which cites the share of each participating entity for FY2022 as follows: the County (which includes the shares

attributable to Texas State University and the Department of Public Safety) at 37%, the City of San Marcos at 36%, the City of Kyle at 21%, and the City of Buda at 6%. Each city's individual pro-rata percentage is calculated by dividing the number of each city's drug analysis submittals for the prior fiscal year by the total number of drug analysis submittals for all parties for the same year.

1.3 An addendum to *Exhibit B* shall be added each fiscal year during the term of this Agreement, which addendum shall reflect the modified pro-rata costs to each Party. Such pro-rata cost shares shall be re-evaluated by the County in May of each year using the calculation method provided in Section 1.2 above. Any such changes in pro-rata cost shares shall take effect each October 1st, after each Party has appropriated funding to fulfill its obligations under the Agreement.

ARTICLE 2
OBLIGATIONS AND FUNDING FROM THE CITY

2.1 The Cities shall each pay to the County, annually, an amount equal to that City's pro-rata share, that, when added to the County's pro-rata share, shall not to exceed One Hundred, Seven Thousand Dollars ($107,000.00 USD) in current funds, as the Cities' portion of the costs associated with the expedited testing of seized drug evidence.

2.3 Under no circumstances will the Cities be held liable for any amount exceeding their respective pro-rata portions of One Hundred Seven Thousand Dollars ($107,000.00 USD), annually. Said monies shall be paid out of current funds, shall be payable in cash, and shall not be the subject of any claim of offset or credit by the City.

2.4 Each annual payment is due to Hays County within thirty (30) days of receiving an invoice from the County. Such invoices shall be sent to the Cities in October of each year.

ARTICLE 3
OBLIGATIONS OF THE COUNTY

3.1 The County agrees to utilize the funds it receives under this Agreement solely to pay invoices submitted by DPS as agreed upon in the terms within the DPS Contract.

3.2 The County also agrees that if restitution is received for a case where testing was conducted under the DPS Contract, that such monies shall be deducted off the top of the total amount due to DPS by all Parties. That deduction shall be reflected in the calculation performed by the County in May of each year, under this contract, to determine the pro-rata share to be contributed by each Party.

ARTICLE 4
TERM AND TIME OF PERFORMANCE

4.1 This Agreement shall be effective October 1, 2021 (the "Effective Date"). The Term of the Agreement shall continue from the Effective Date until the expiration date of the DPS Contract on February 9, 2025 (the "Term"). The Parties' obligations shall continue during the Term. The

Parties may extend the Term of the Agreement by Amendment, if the County also extends the DPS Contract.

4.2 Any Party may terminate their participation in this Agreement with at least sixty (60) days' notice to all other Parties, in accordance with Article 6 below. A termination by one Party does not result in a termination of the Agreement between the remaining Parties. Should any Party terminate their participation in this Agreement, the costs and distribution of payments associated with this Agreement shall be immediately re-visited by the remaining Parties.

ARTICLE 5
SUCCESSORS AND ASSIGNS

5.1 The County and the Cities, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. The Cities shall not assign any interest in this Agreement without the County's written consent.

ARTICLE 6
NOTICE

6.1 Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the County:

Hays County
Attn: County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

If to the Cities:

City of San Marcos
Attn: City Manager
630 E. Hopkins
San Marcos, TX 78666

City of Buda
Attn: City Manager
405 E. Loop St., Bldg. 100
Buda, Texas 78610

City of Kyle
Attn: City Manager
100 W. Center St.
Kyle, Texas 78640

ARTICLE 7
MISCELLANEOUS

7.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Cities and supersedes all prior negotiations, representations or arguments either written or oral.

7.2 Lawful Authority. This Agreement's execution and performance by the County and the Cities has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Cities in accordance with its terms.

7.3 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

7.4 Indemnification. It is understood and agreed between the Parties that the County and the Cities, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE COUNTY AND CITIES ASSUME NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO RENDER CITIES LIABLE TO DPS IN THE EVENT THAT COUNTY FAILS TO PROVIDE PROMPT PAYMENT PER THE TERMS OF THE DPS CONTRACT.**

7.5 Construction and Severability. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.6 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance, or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.7 No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.8 Force Majeure. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to timely carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed and for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch and will notify the other parties promptly upon determining a timeframe for compliance. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes; power failures; acts of public enemies; orders of any kind of the government of the United States, the State of Texas or any civil or military authority; riots; epidemics; landslides; earthquakes; fires; hurricanes; storms; floods; explosions; or other causes not reasonably within the control of the party claiming such inability.

7.9 Public Information Act. Hays County is governed by the Texas Public Information Act, Texas Government Code Chapter 552. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

7.10 Additional Documents. The Cities and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.11 Compliance with Laws. In performing this Agreement, the Cities will comply with all local, state and federal laws.

7.12 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This Funding Agreement is hereby EXECUTED on this 19th day of October, 2021.

(SIGNATURES FOLLOW ON THE NEXT 4 PAGES)

County of Hays:

By: _____
Ruben Becerra
Hays County Judge

ATTEST:

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

The City of San Marcos:

By: _____
Bert Lumbreras
City Manager

ATTEST:

_____
Tammy Cook
City Clerk – City of San Marcos

The City of Kyle:

By: _____
Scott Sellers
City Manager

ATTEST:

_____
Jennifer Holm
City Secretary – City of Kyle

The City of Buda:

By: _____ 11-17-21
Kenneth Williams
City Manager

ATTEST:

_____
Alicia Ramirez
City Clerk – City of Buda

City Council
11/16/2021

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES and AUTHORITY

The Department of Public Safety (DPS) and Hays (County) enter into this Interlocal Cooperation Contract (Contract) under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code Chapter 411.

County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

II. BACKGROUND and PURPOSE

County has a need for assistance in testing of seized drug evidence and requests that DPS provide seized drug analysis of evidence submitted by County law enforcement agencies.

DPS has the ability to assist in this regard and agrees to provide this seized drug analysis of evidence submitted by County law enforcement agencies.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

A. The DPS Crime Laboratory Service will analyze seized drug evidence submitted by law enforcement agencies within County.

B. At its discretion, DPS will assign the services of one full time equivalent (FTE) to perform analysis under this Contract. The FTE will be a DPS employee.

C. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drug cases with two exhibits or less. DPS will attempt, but not guarantee, to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drug cases with more than two exhibits.

D. The assigned DPS FTE will work on County cases awaiting seized drug analysis before examining evidence from other agencies as long as this Contract is in place.

E. At its discretion, DPS will assign the FTE other work if there are no services required under this Contract, within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by County will not exceed 70 cases per month or 182 exhibits, whichever is reached first, per FTE (Seized drug) under this Contract. An exhibit may contain only a single item or may contain multiple (typically visually similar) items. Any case submission in addition to the above-mentioned limits will be

processed in the same manner as case submissions from other agencies, not having an Interlocal Cooperation Contract with DPS. For purposes of this Contract, case submissions include those submitted to DPS by the County after the Contract's execution date. For purposes of this Contract, "per month" means the calendar month including the month when this Contract is executed.

F. Seized drugs submitted to DPS prior to this Contract's execution date will be processed in the same manner as case submissions from other agencies, not having an Interlocal Cooperation Contract with DPS.

County understands or will perform the following.

A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.

B. County will ensure that a valid subpoena is issued to any DPS Laboratory analyst needed for court testimony with at least two weeks' prior notice when available.

C. County will follow all laboratory policies and procedures outlined in the Laboratory Customer Handbook, unless otherwise noted.

D. County will not be responsible for paying any fees or costs associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract.

E. County understands that DPS cannot compel testimony of former/retired employees who provided work under the contract.

F. Cases submitted to DPS from County under this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.

IV. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed $386,866.80. This amount is intended to cover the actual cost of having one DPS Forensic Scientist available to County during its business hours and it includes salary, equipment, and operational costs. County will remit to DPS by check all costs for performing the services as identified.

V. PAYMENT FOR SERVICES

DPS will submit monthly invoices to County. DPS will also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs for each year that this Contract is in effect. County will remit payment to DPS no later than 30 calendar days after County's receipt of the invoice.

VI. TERM OF CONTRACT and AMENDMENTS

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This Contract is effective on its execution date. The Contract will terminate four years after the execution date, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. If either party provides 30 calendar days' written notice to terminate this Contract, the seized drugs submitted during the calendar month when the written notice to terminate is served to the other party will be tested in accordance with this Contract. Additionally, this Contract may only be amended by mutual written agreement of the parties.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Assistant Chief, Crime Laboratory Service, 5800 Guadalupe, Austin TX 78752. Email: brady.mills@dps.texas.gov. Phone: (512) 424-7151.

If to County: Ruben Becerra, County Judge, Hays County, 111 E. San Antonio St., Suite 300, San Marcos, TX 78666. Email: judge.becerra@co.hays.tx.us Phone: (512) 393-2205.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Hays County

Ruben Becerra
County Judge

2-9-2021
Date

Department of Public Safety

DocuSigned by:
McCraw, Steven
D3D038CEC0BC408...

Steven C. McCraw
Director

02/17/2021
Date

OGC Reviewed

Exhibit A							
				Year 1	Year 2	Year 3	Year 4
				FS II	FS II	FS II	FS III
SALARY AND BENEFITS							
Forensic Scientist II salary				$4,633.87	$4,948.97	$5,542.85	$5,919.76
Number of FTEs				1	1	1	1
Base Salaries				$55,606.44	$59,387.64	$66,514.20	$71,037.12
Benefits @ 29% of salary				$16,125.87	$17,222.42	$19,289.12	$20,600.76
TOTAL SALARY AND BENEFITS				$71,732.31	$76,610.06	$85,803.32	$91,637.88
Annual training costs				$500.00	$500.00	$500.00	$500.00
Licensing Fee				$225.25			
Operating and equipment expense				$14,178.84	$11,765.88	$11,765.88	$11,765.88
Administrative costs (2.5%)				$2,147.78	$2,209.40	$2,439.23	$2,585.09
Annual Total				88,784.18	91,085.33	100,508.43	106,488.86
Contract Total							$386,866.80

EXHIBIT B

Count of Case #		
Agency	Total	
BUDA PD	19	5.94%
HAYS CO SO	105	32.81%
KYLE PD	67	20.94%
SAN MARCOS - TX ST UNIV	5	1.56%
SAN MARCOS PD	114	35.63%
SAN MARCOS THP	10	3.13%
Grand Total	320	

		Year 1	2	3	4
Contract Amount:		$ 88,784.18	$ 91,085.33	$ 100,508.43	$ 106,488.86
Fiscal Year		Oct 2021 - Sept 2022	Oct 2022 - Sept 2023	Oct 2023 - Sept 2024	Oct 2024 - Feb 2025
		$ 90,209.00	$ 96,919.91	$ 104,211.38	
BUDA PD	5.94%	$ 5,356.16	$ TBD	$ TBD	$ TBD
HAYS CO SO	32.81%	$ 29,599.83	$ TBD	$ TBD	$ TBD
KYLE PD	20.94%	$ 18,887.51	$ TBD	$ TBD	$ TBD
SAN MARCOS - TX ST UNIV	1.56%	$ 1,409.52	$ TBD	$ TBD	$ TBD
SAN MARCOS PD	35.63%	$ 32,136.96	$ TBD	$ TBD	$ TBD
SAN MARCOS THP	3.13%	$ 2,819.03	$ TBD	$ TBD	$ TBD

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 1, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program and the employment and individual duties of all positions created in relation to the Program. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 1, 2022	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Information to be provided in Executive Session.