Commissioners Court -- OCTOBER 11, 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 OCTOBER 11, 2022, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E. **PUBLIC COMMENTS**

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

F. **PRESENTATIONS & PROCLAMATIONS**

1. Adopt a Proclamation recognizing October 2022 as Domestic Violence Awareness Month. **BECERRA**

2. Adopt a Proclamation declaring the week of October 16 - 22, 2022 as Native Plant Week in Hays County. **SHELL**

3. Adopt a Proclamation recognizing October 2022 as National Manufacturing Month. **BECERRA**

4. Adopt a Proclamation recognizing October 2022 Czech Heritage Month. **BECERRA**

5. Presentation by Charlie Campise to report on the October meeting of the Hill Country Mental Health and Developmental Disability Board. **BECERRA**

6. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Behavior Health in Schools. **SMITH**

7. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Court Appointed Special Advocates (CASA) of Central Texas. **SMITH**

G. **CONSENT ITEMS**

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**

2. Approve the payment of Juror checks. **VILLARREAL-ALONZO**

3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**

4. Approve the payment of the October 15, 2022 payroll disbursements in an amount not to exceed $3,200,000.00

effective October 14, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

5. Authorize the acceptance of a grant awarded from the Department of Justice, Office of Justice Program, Patrick Leahy Bulletproof Vest, (BVP) in the amount of $10,475.12 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

6. Approve an increase in election worker fees. **BECERRA/DOINOFF**

7. Authorize Building Maintenance to accept a proposal from CT Electric valued at $12,700.00 related to the installation of electrical and data lines at the new Elections/Information Technology Building located at 120 Stagecoach Trail. **SHELL/T.CRUMLEY**

8. Authorize payment to Eckmann Groll, Inc. for appraisal services rendered on a Right of Way parcel on the CR 266 Road Project in which no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE**

9. Authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY23 Formula Grant Program. **BECERRA/T.CRUMLEY**

10. Amend the Constable Pct. 4 Office FY22 operating budget related to county travel for the Justice Administrator to attend the Softcode Civil Service training held at the Hays County Government Center provided by the Information Technology Department. **SMITH/HOOD**

11. Authorize the Information Technology Department to purchase one Dell PowerEdge R650 Server and Software Licenses related to the Quest Rapid (Disaster) Recovery Program and amend the budget accordingly. **BECERRA/McGILL**

12. Authorize the County Judge to execute a "Keep It" Program Agreement with Dell Marketing, LP and authorize the Information Technology Department to accept two Dell 27" Monitors with Docking Hubs valued at $451.37 each and amend the budget accordingly. **BECERRA/McGILL**

13. Approve Utility Permits. **INGALSBE/SMITH/BORCHERDING**

14. Authorize the County Judge to execute Social Service Agency Contracts as approved in the Fiscal Year 2023 budget. **BECERRA/DORSETT**

15. Accept contributions totaling $7,494.51 from the City of San Marcos and $450.00 from the San Marcos Unitarian Universalist Fellowship on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

16. Authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly. **BECERRA/MIKE JONES**

17. Approve specifications for IFB 2023-B01 FM 110 South Grading Project and authorize Purchasing to solicit for bids and advertise. **INGALSBE/BORCHERDING**

18. Authorize the Office of Emergency Services to transfer funds to software maintenance and licensing for permit and inspection management software in the Fire Marshal Fee Code Fund and amend the budget accordingly. **BECERRA/MIKE JONES**

19. Approve out-of-state travel for Corporal David Marshall and Corporal David Maddocks to attend the Crisis Negotiations Conference on November 14-17, 2022, in Scottsdale, Arizona. **INGALSBE/CUTLER**

20. Approve out-of-state travel for Criminalist Kate Frederick to attend the Forensic Investigation Course on November 14-18, 2022, in Youngsville, North Carolina. **INGALSBE/CUTLER**

21. Amend various departments Fiscal Year 2023 operating budget to add funding for FY22 approved equipment purchases that were not received by year-end and remove funding for approved purchases rolled to FY23 but were received by year-end. **INGALSBE/SMITH/DORSETT**

22. Accept and approve the Hays County ARPA LFRF Project Rationale for Eastside Regional Park, related to use of American Rescue Plan Act funds for acquisition of parkland on the east side of San Marcos, in Precinct 1; approve letter agreement between Hays County and the City of San Marcos recognizing a combination of funds for the project; and amend the budget accordingly. **INGALSBE**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to approve an extension of time request for Pape-Dawson to continue schematic design of improvements to Beback Inn Road in Precinct 1. **INGALSBE/BORCHERDING**

2. Discussion and possible action to call for a public hearing on October 25, 2022 to establish a 4-way stop location on Crosswinds Parkway at the intersection with Gulfstream Trail in Crosswinds subdivision. **INGALSBE/BORCHERDING**

3. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30142525 in the amount of $1,973,434.14, and acceptance of the 2-year maintenance bond #EACX4027598 in the amount of $177,239.50 for Sunset Oaks subd., Section 4, Phase 2B. **INGALSBE/BORCHERDING**

4. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30142526 in the amount of $1,225,525.13, and acceptance of the 2-year maintenance bond #EACX4020580 in the amount of $116,997.96 for Sunset Oaks subd., Section 4, Phase 2A. **INGALSBE/BORCHERDING**

5. Discussion and possible action to authorize the County Judge to execute Supplemental Agreement No. 5 for a time extension to the Professional Services Agreement between Hays County and Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County. **INGALSBE/BORCHERDING**

6. Discussion and possible action to approve an increase in Pape-Dawson fee to convert the engineered plans for the Centerpoint Road Capital Improvement Project to bid/contract format rather than an in-house constructed project and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**

7. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 7 in the amount of $200,000.00 to the Professional Services Agreement between Hays County and Johnson, Mirmiran, & Thompson, Inc. for professional design services on the FM 110 Middle project in Precinct 1, as part of the TxDOT/Hays County Partnership Program; authorixe a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **INGALSBE/BORCHERDING**

8. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release the subdivision bond #CMS0348837 in the amount of $609,482.61, acceptance of the maintenance bond #PB03016800896 in the amount of $71,362.24, and acceptance of the revegetation bond #PB03016800897 in the amount of $24,472.80 for 6 Creeks subdivision, Phase 1, Section 8B. **SHELL/BORCHERDING**

J. **MISCELLANEOUS**

1. Discussion and possible action to adopt the Hays County FY 2023 Holiday Calendar. **INGALSBE**

2. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Blair Wildlife Consulting, LLC, related to general administration and implementation of the Hays County Regional Habitat Conservation Plan and authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). **SHELL/T.CRUMLEY**

3. Discussion and possible action to award contract for RFP 2022-P11 Community Health Assessment to Initium Health and authorize staff and General Counsel to negotiate a contract. **BECERRA/T.CRUMLEY**

4. Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On- Site Sewage Facilities and allow issuance of On-Site Sewage System permit to the owner of 3331 Ranch Road 12, San Marcos, TX. **SHELL/PACHECO**

5. Discussion and possible action to authorize the execution of the amended Master Agreement with Fifth Asset, Inc. dba Debtbook for Lease and Subscription Based Information Technology Arrangement (SBITA) Management Software for compliance services related to Government Accounting Standards Board (GASB) Statements 87 and 96. **BECERRA/VILLARREAL-ALONZO**

6. Discussion and possible action to pre-qualify the respondents related to RFQ 2022-Q02 On-Call CE&I Professional Services to further develop a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County, and to be reviewed/reopened on an annual basis. **BECERRA/BORCHERDING**

7. Discussion and possible action to pre-qualify the respondents related to RFQ 2022-Q04 Professional Land Surveying Services to further develop a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County, and to be reviewed/reopened on an annual basis. **BECERRA/BORCHERDING**

8. Discussion and possible action to submit an application to the U.S. Department of the Treasury related to the Local Assistance and Tribal Consistency Fund (LATCF) under the American Rescue Plan Act totaling $100,000. **BECCERA/T.CRUMLEY**

9. Discussion and possible action to authorize the County Judge to execute a Service Contract related to RFP 2022-P10 County Clerk Auto-Indexing System between Hays County and Just Appraised, Inc. and amend the budget accordingly. **BECERRA/CARDENAS**

10. Discussion and possible action to commit funding to the Sheriff's Office for additional education and outreach equipment and materials related to the Opioid Crisis in our community. **SMITH/JONES/CUTLER**

K.

EXECUTIVE SESSIONS

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

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

L.

STANDING AGENDA ITEMS

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

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

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

3. 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**

4. 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**

M. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 7th day of October, 2022

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (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

Date: 10/11/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item
Adopt a Proclamation recognizing October 2022 as Domestic Violence Awareness Month. **BECERRA**

Summary
See attached proclamation.

Attachments

DVA Proclamation

PROCLAMATION RECOGNIZING OCTOBER 2022 AS DOMESTIC VIOLENCE AWARENESS MONTH

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 228 Texans lost their lives due to domestic violence; and

WHEREAS, the problems of domestic violence and teen dating violence are not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, last year Hays Caldwell Women's Center provided face-to-face services to over 816 local victims of domestic violence and provided 7,753 days of shelter; and

WHEREAS, last year, Hays Caldwell Women's Center provided these direct services to 625 victims from Hays County;

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

DOMESTIC VIOLENCE AWARENESS MONTH

And call upon the people of Hays County to work together with Hays Caldwell Women's Center and local partners to bring an end to domestic violence and teen dating violence.

ADOPTED THIS THE 11th DAY OF OCTOBER 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

Date: 10/11/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item
Adopt a Proclamation declaring the week of October 16 - 22, 2022 as Native Plant Week in Hays County. **SHELL**

Summary
See attached Proclamation.

Attachments

Native Plant Week Proclamation

PROCLAMATION DECLARING THE WEEK OF OCTOBER 16-OCTOBER 22, 2022 AS TEXAS NATIVE PLANT WEEK IN HAYS COUNTY

WHEREAS, Texas is home to nearly 5,000 native plant species, recognized as plants that had evolved here naturally before European settlers arrived, plants that thrive in particular ecosystems without direct or indirect human interventions; and

WHEREAS, Founded in 1981, the Native Plant Society of Texas has expanded its outreach with over 30 chapters to promote the conservation, research, and utilization of native plants and plant habitats of Texas through education, outreach, and example; and

WHEREAS, Texas Native Plant Week began with the vision of Faye Tessnow and Barbara Anderson, two members of the Highland Lakes Chapter, who led the effort to push the proclamation to the Texas legislature until it became law on September 1, 2009; and

WHEREAS, Native plants create a sense of place, conserve water, provide habitat for birds, wildlife, and butterflies, protect the soil with long root systems, eliminate or reduce pollutants and the need for herbicides and other chemical inputs; and

WHEREAS, Founded in 2017, the Hill Country Chapter of the Native Plant Society of Texas uses various in-person and online platforms to advocate and educate the public about native plants; organizes field trips and guided nature hikes within Hays County, manages plant lists and databases; and partners with various allied groups throughout the year; and

WHEREAS, Homeowners, HOAs, landscapers, and local policy makers can help protect ecosystems, benefit wildlife, birds and the insects they need to survive, by selecting native plants when making their landscaping decisions.

WHEREAS, This annual celebration during the third full week of October is a reminder that everyone has a role to play in preserving our native landscape for generations to come,

NOW THEREFORE, BE IT PROCLAIMED BY THE HAYS COUNTY COMMISSIONERS COURT THAT:

1. October 16 - October 22, 2022 will be recognized as "**Texas Native Plant Week**" in Hays County, Texas.
2. The Court invites our citizens to increase their awareness and support of local efforts to preserve and protect the native plants of our ecoregion and backyard habitats for generations to come.

ADOPTED THIS THE 11th DAY OF OCTOBER 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

Date: 10/11/2022

Requested By: Judge Becerra

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing October 2022 as National Manufacturing Month. **BECERRA**

Summary

Attachments

Proclamation - Nat'l Manufacturing Month

PROCLAMATION RECOGNIZING OCTOBER 2022 AS
NATIONAL MANUFACTURING MONTH

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, Hays County, TX, the Greater San Marcos Partnership, Workforce Solutions Rural Capital Area, and the Greater San Marcos Manufacturing Association recognize the economic impact of manufacturing in Hays County, TX; and

WHEREAS, National Manufacturing Month is supported nationally by thousands of manufacturers as they host students, teachers, parents, job-seekers, and other community members at virtual and in-person open houses, plant tours and presentations designed to showcase modern manufacturing technology and careers; and

WHEREAS, National Manufacturing Month has engaged manufacturers throughout Hays County including Jardine's, K&J Woodworks, Lewis Signs, Plastikon, Texas Asphalt Pavement Association, Corvac Composites, and more to open their doors to Hays Consolidated School District and San Marcos Independent School District; and

WHEREAS, the average annual wage for jobs in the manufacturing industry in Hays County, TX is $60,754 compared to the average annual wage of $46,631 across all industries; and

WHEREAS, the manufacturing industry provides nearly 5,000 jobs and constitutes approximately 6% of total employment in Hays County, TX in 2022;

WHEREAS, the prosperity of Hays County and the state of Texas depends on the educational and vocational opportunities that align with our manufacturer's skilled labor needs, as well as the continued development of advanced manufacturing capabilities and processes; and

WHEREAS, Hays County is proud to honor the manufacturers throughout the county and their significant contributions to the community;

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

NATIONAL MANUFACTURING MONTH

ADOPTED THIS THE 11TH DAY OF OCTOBER 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

Date: 10/11/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item
Adopt a Proclamation recognizing October 2022 Czech Heritage Month. **BECERRA**

Summary
See attached proclamation.

Attachments

Czech Heritage Proclamation

PROCLAMATION RECOGNIZING OCTOBER 2022 AS
CZECH HERITAGE MONTH

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, in the primary period of immigration from Czech lands, over a quarter of a million people of Czech ancestry first arrived and settled in Texas in the 1840s, traveling from Bohemia, Moravia, and Austrian Silesia to improve their economic situation and escape famine, disease, poverty, and unemployment; and

WHEREAS, since that time, the number and stature of Czech descendants living in Texas has grown tremendously with well over one million people from all walks of life, living in all areas of the state, are proud to claim Czech heritage; and

WHEREAS, Czechs are renowned for their exemplary work ethic, love of democracy and have established standards of excellence as both private and public citizens to whom all can aspire; and

WHEREAS, many things about Texas culture came from Czech influence such as kolaches and the accordion that is also popular in Tejano music and believed to have come from the use of the instrument in Czech polkas; and

WHEREAS, in the Hays County seat, Gilbert Rainosek is a proud Czech and former proprietor of Gil's Broiler, the oldest restaurant in San Marcos and home of the world famous Manske Roll,

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court celebrates the generations of Texans of Czech extraction who have made many notable contributions, both cultural and historic, to the betterment of the State of Texas and Hays County, hereby recognizes the month of October 2022 as

Czech Heritage Month

and invite all to celebrate Czech pride that is displayed annually in the month of October by Czech Heritage Societies throughout the state as they stage various festivals.

ADOPTED THIS THE 11th DAY OF OCTOBER 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. Cardenas MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item

Presentation by Charlie Campise to report on the October meeting of the Hill Country Mental Health and Developmental Disability Board. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item
Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Behavior Health in Schools. **SMITH**

Summary

Attachments

Behavior Health in Schools PW

2022

HCTX106_ Behavioral Health in Schools

HAYS COUNTY ARPA SLFRF PROJECT

HCTX106_Behavioral Health in Schools

1 Hays County Behavioral Health in Schools 2
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1 Hays County Behavioral Health in Schools

1.1 Designating a Public Health Impact

Texas law grants cities and towns freedom in the development and administration of their schools, resulting in the formation of independent school districts. Today, there are some 1,039 independent school districts in Texas.[1] "Independent" indicates that the school district is separate from any municipality, county, or state—the school district has its own taxing authority outside the direct control of other governmental entities. "Consolidated" school districts are those formed from two or more districts. These Independent Schools Districts (ISD) and Consolidated Independent School Districts (CISD) are responsible for the health and wellbeing of the approximately 39,000 students in Hays County.[2]

Each year, approximately one in five students (20%) in the United States experiences a clinical mental health disorder. However, it takes on average eleven years[3] to identify a mental health condition for a child. This delay allows risks to exacerbate without early intervention and mental health support. Many students and families do not have access to adequate mental health services, and the need for mental health supports is on the rise.[4]

Texas high school students on the Youth Risk Behavior Survey in 2017[5] reported seriously thinking about suicide at a rate of 17.8%. The survey also showed a trend of rising suicide attempts over the past ten years.

The Treasury department recognizes that the public health emergency, necessary mitigation measures like social distancing, and the economic downturn have exacerbated mental health challenges for many Americans. This includes the educational disparities exacerbated by COVID-19, like support for students' social, emotional, and mental health needs.[6]

Figure 1. Suicidal Behavior

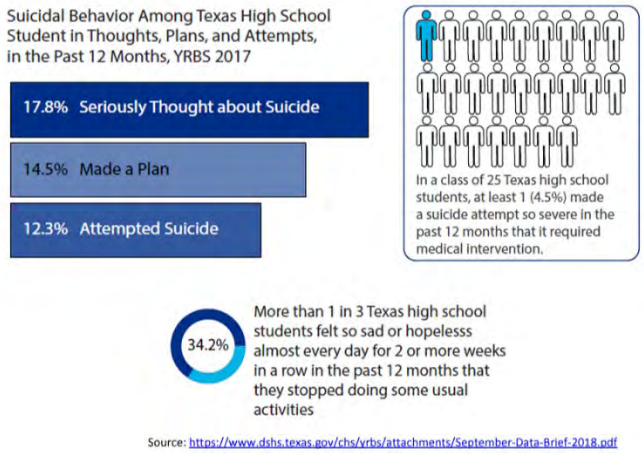
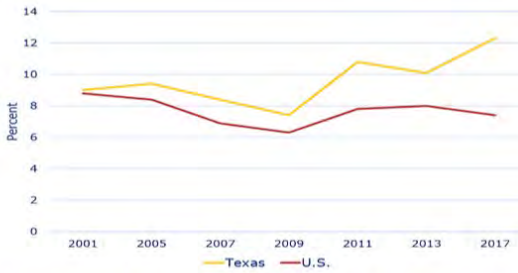


Figure 2. 10-year trend of rising suicide attempts



Source: http://healthdata.dshs.texas.gov/dashboard/surveys-and-profiles/youth-risk-behavior-survey

[1] An Overview of the History of Public Education in Texas | Texas Education Agency
[2] National Center for Education Statistics
[3] National Association for Mental Illness (NAMI). (2020). Available at: https://nami.org/mhstats
[4] Mental Health America. (2020). Available at: https://www.mhanational.org/issues/childrens-mental-health
[5] Texas Youth Risk Behavior Survey. (2017). Available at: www.dshs.texas.gov/chs/yrbs
[6] 31 CFR Part 35 — Coronavirus State and Local Fiscal Recovery Funds, Final Rule

The early intervention and mental health support available in Hays County schools is not adequate to address the increase in students at risk of developing a behavioral health issue. This is demonstrated by the recent uptick in teenagers suffering from fentanyl-related overdoses in Hays County, including the overdose deaths of three students.[7]

1.2 Designing a Response to a Pandemic Harm

Establishing systems for prevention, early identification, and mental health treatment for students with mental health challenges can protect students who may be vulnerable to disconnection, isolation, loss of social status, self-harm, retaliation, and aggressive behavior. Additionally, all these symptoms are predictive of future violence, although the vast majority of students with mental illness are not violent (and are more likely than their peers to be victims of violence).[8]

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), the U.S. Treasury enumerated eligible uses under the Behavioral Health Care category services for prevention, treatment, recovery, and harm reduction for mental health and other behavioral health challenges caused or exacerbated by the public health emergency.

A consistent theme that emerged from the Federal Commission on School Safety's (Federal Commission) listening sessions and site visits was the lack of mental health professionals in schools or centers whom students and school personnel can easily access. In a landmark study, the U.S. Secret Service and U.S. Department of Education found that, while most individuals committing attacks on schools had not received a formal mental health evaluation or diagnosis, most attackers exhibited a history of suicide attempts or suicidal thoughts at some point prior to the attack. More than half of the attackers had a documented history of feeling extremely depressed or desperate.[9]

Based on its investigation, the Federal Commission stated its belief that "schools have the potential to play a key role in preventing youth mental, emotional, and behavioral difficulties, identifying and supporting students with mental health problems and reducing youth violence."[10] This requires access to a continuum of mental health services including prevention, early intervention, and treatment. This continuum should include—or have the goal of working toward—an adequate number of school employed mental health professionals who are trained to provide services in the learning environment; are functioning members of the school team; and contribute to daily accessibility, continuity, and sustainability of services.

Under the SLFRF Public Health eligible uses for behavioral health, Hays County will offer grants through a subrecipient agreement to the Hays Consolidated Independent School District, Wimberly Independent School District, and Dripping Springs Independent School District to provide students with wraparound services such as behavioral therapy and substance use treatment through hiring of mental health professionals. Each school ISD will be eligible to receive up to $200,000 for behavioral health services that can be split between mental health and substance use services.

[7] Fentanyl crisis hits close to home | Hays Free Press
[8] TEA Statewide Plan for Student Mental Health
[9] U.S. Secret Service, The Final Report and Findings of the Safe School Initiative
[10] Federal Commission, Final Report, 28.

1.3 Program Summary

ISDs will submit an application for grant funds to Hays County. Documents supporting the eligibility of the ISDs as a beneficiary, like being a special-purpose unit of local government, will be required. Funds can be utilized for hiring mental health or substance use personnel, including fringe benefits, or to contract with a provider of mental health or substance use services.

Documentation supporting the cost of the mental health and substance use services, like payroll records or contracts, will be collected and validated. A cost analysis of the supplied documents will be completed to determine cost reasonableness and proportionality. Once the validation and cost reasonableness analysis are completed a final award will be determined. An ISD will enter into a subrecipient agreement and funds will be issued to the ISD.

As a subrecipient an ISD is subject to subrecipient monitoring and reporting requirements.

2 Comparative Analysis

2.1 Reasonableness & Proportionality

The ISDs annually update a Compensation Plan which is then adopted by a vote from the Board of Trustees. These compensation plans include wage and salary structures for various pay grades and professions. Table 1 shows the minimum and maximum base salaries for job classifications that include Mental Health Professionals and Licensed Psychologist from Wimberly ISD, Dripping Springs ISD, and Hays CISD.

Table 1: ISD Compensation Plan Salaries

Compensation Plan	Wimberley ISD 2019[11]	Dripping Springs ISD 2021-2022[12]	Hays CISD 2022-23[13]
Minimum Base Salary	$47,345.00	$55,582.00	$55,081.00
Maximum Base Salary	$85,833.00	$92,050.00	$87,089.00

The Federal Commission's listening sessions and site visits consistently showed a lack of behavioral health professionals in schools. With the SLFRF award each ISD could hire one mental health professional and one substance use professional and pay for a portion of each's fringe benefits. Given the lack of behavioral health professionals the addition of two per ISD is reasonable. Professional service costs comparable to the amounts shown in Table 1 that achieve the goal of increasing support for students' social, emotional, and mental health needs are also expected to be reasonable.

[11] Wimberley ISD 2019 Compensation Plan
[12] Dripping Springs ISD 2021-2022 Compensation Plan
[13] Hays CISD 2022-2023 Compensation Plan

3 ELIGIBILITY

3.1 FINAL RULE[14]

Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services. Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:

- Enhanced behavioral health services in schools

3.2 COMPENSATION – FRINGE BENEFITS[15]

General. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

3.3 COMPENSATION – PERSONAL SERVICES [16]

General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

1) Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;
2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and
3) Is determined and supported as provided in paragraph (i) of this section, when applicable.

[14] 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
[15] 2 CFR 200.431(a)
[16] 2 CFR 200.430(a)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Court Appointed Special Advocates (CASA) of Central Texas. **SMITH**

Summary

Attachments

Agreement - CASA Draft
CASA PW Draft

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County ("Hays County") and Jim Weatherford principal of CASA of Central Texas Inc ("Beneficiary"), located at 1619 E Common Street, Suite 301, New Braunfels, TX 78130 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed $50,000 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

Grant funds may be used to mitigate Beneficiary's financial hardship from the increased costs and revenue loss as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover the recover decreased revenue.

SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS

Funds are provided to Beneficiary to support continued operations of Beneficiary's current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

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Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of October 11, 2022 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true*:

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
    - A special-purpose unit of local government
    - A 501(c)(3); or
    - A 501(c)(19); or
    - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
    - A small business that has no more than 500 payroll employees as of July 14th, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
    - K-12 School
    - College or university

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        - Library
        - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
    - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
    - Beneficiary certifies that 55 employees were employed by the business/special-purpose unit of local government/non-profit as of September 20, 2022.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.

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G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created September 20, 2022 through December 31, 2026.

SECTION 6 – PAYMENT

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly

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contingent upon (i) the Beneficiary submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

BENEFICIARY: CASA of Central Texas Inc

Owner Name: Norma Blackwell

Owner Title: Chief Executive Officer

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

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2022

HCTX111_CASA of Central Texas

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_CASA of Central Texas

1 Court Appointed Special Advocates (CASA) of Central Texas 2
1.1 Designating a Public Health Impact 2
1.2 Designing a response to a pandemic harm 3
1.3 Program Summary 3
2 Comparative Analysis 3
2.1 Reasonableness & Proportionality 3
3 Eligibility 4
3.1 Final Rule 4

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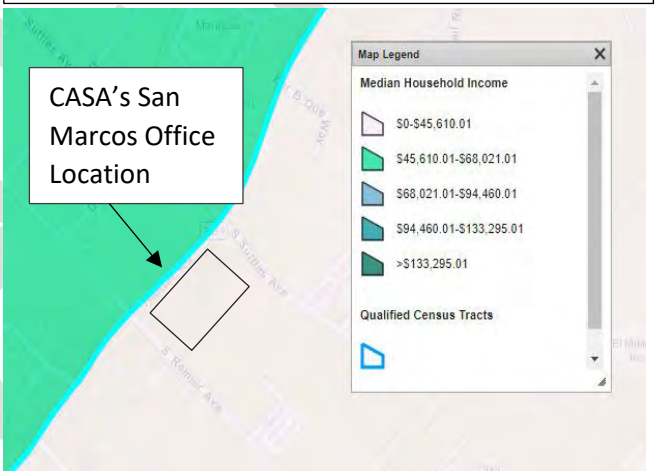
1 Court Appointed Special Advocates (CASA) of Central Texas

1.1 Designating a Public Health Impact

The Court Appointed Special Advocates of Central Texas (CASA) is a 501(c)(3) nonprofit public charity that normally receives a substantial part of their support from contributions and grants. CASA is part of a nationwide organization of Court Appointed Special Advocates with 946 chapters in 49 state and the District of Columbia, and more than 77,000 volunteers.

CASA's main office is at 1619 Common St #301, New Braunfels, Comal County, TX 78130 and their satellite office is at 2725 Hunter Road, San Marcos Hays County, TX 78666. The offices serve as location(s) for the coordination of recruiting, training, and supporting of volunteer advocates to speak on behalf of abused and neglected children in foster care in Hays, Caldwell, Comal, and Guadalupe counties.

Figure 1. CASA's San Marcos Office Location - Median Income



CASA operates in Qualified Census Tract(s) (QCT) via the location of its San Marcos office, which is located in QCT 105[1]. CASA also operates in QCTs throughout the four-county area of Hays, Caldwell, Comal and Guadalupe Counties as case services are rendered by mobile case workers wherever may be needed, as directed by assignments issued from either the San Marcos or the New Braunfels offices.

CASA's Form-990 for the years 2019[2] ($1,986,123) and 2020 ($2,094,708) document a decrease in revenue in due to the pandemic when compared against their pre-pandemic revenue in 2018 of ($2,639,505). The decrease in revenue from the 2018's Form-990 to 2019's show a decline of $653,382 in gross revenue. Decreased funding required modification of CASA's normal business activities of in-person services and volunteer recruitment, termination of staff positions that were heavily dependent on public engagement, i.e., Office Manager/Administrative Assistant and a Community Engagement Coordinator, and forgoing investments in personnel and office equipment relating to public health and safety, e.g., updated cell phones that operate in accordance with current data privacy requirements, new HVAC for internal climate control as existing units are at least 16 years old and reaching end of useful life.

[1] Figure 1 is from https://egis.hud.gov/cpdmaps/ median income layer
[2] Fiscal Year 2019 runs from 7/1/2019 – 6/30/2020

1.2 Designing a response to a pandemic harm

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate CASA's financial hardship from the revenue loss. Through a grant of $50,00.00 CASA will be able to:

- Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

1.3 Program Summary

CASA provided their Form-990s for 2018, 2019, and 2020 to support the eligibility of CASA as a beneficiary. Documentation supporting the pandemic induced decrease in revenue and increase in costs associated with the data and information security as well as office operation, and updating the strategic plan required to receive federal, state, and local funding are supplier estimates and a board-approved contract with a consulting firm. A cost analysis of the price increase(s) and decrease in revenue was completed to determine cost reasonableness and proportionality to the harm experienced.

CASA's San Marcos office is within Hays Co. and its New Braunfels office is in within nearby Comal County. However, CASA provides and coordinates services to the four-county area of Hays County, Caldwell, Comal, and Guadalupe counties from both offices. CASA is not the beneficiary of an ARPA SLFRF grant from Caldwell, Comal, or Guadalupe Counties for the same economic harm.

The validation and cost reasonableness analysis determined CASA can demonstrate a pandemic related harm up to $790,636 for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. CASA's initial award is $50,000.

2 Comparative Analysis

2.1 Reasonableness & Proportionality

During the COVID pandemic CASA experienced a decrease in revenue, which is primarily funded by contributions and grants. This resulted in the termination of a position that was heavily dependent on public engagement, i.e., Administrative Coordinator. CASA also had to forgo investment in various projects that related health and public safety, e.g., upgraded cell phones to provide latest technology to protect the privacy of sensitive casework advocacy, increased liability insurance costs, and new HVAC units for the New Braunfels office location.

CASA is a 501(c)(3) Public Charity that that normally receives a substantial part of its support from a governmental unit or from the general public. Due to the pandemic CASA saw a reduction in its revenue

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for Fiscal Year 2018 and 2019. The Fiscal Year of 2019 runs from 7/1/2019 through 6/30/2020, encapsulating the first 6 months of the pandemic[3].

Table 1: Form-990 Revenue Loss

		2018	2019
8	Contributions and grants	2,635,621	1,967,257
9	Program service revenue	-	-
10	Investment income	2,453	2,723
11	Other revenue	1,431	16,143
12	Total revenue	2,639,505	1,986,123
			(653,382)
			-33%
	Projected Growth		$2,776,759
	Revenue Loss		(790,636)

The ARPA SLFRF grant is critical to help CASA bridge the gap between these necessary expenses and lost revenue experienced as a result of the COVID-19 pandemic. Through Table 1 we can see that there was 33% drop in revenue from 2018 to 2019. Further, using the 5.2% growth rate provided by 31 CFR Part 35 used to count projected annual growth in accordance with the US Treasury's revenue loss calculation CASA's loss of revenue is $790,636 for Fiscal Year 2019.

3 ELIGIBILITY

3.1 FINAL RULE[4]

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations".

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions
- Capacity to weather financial hardship

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social

[3] https://www.cdc.gov/museum/timeline/covid19.html#:~:text=January%2031%2C%202020&text=The%20Secretary%20of%20the%20Department,outbreak%20a%20public%20health%20emergency.

[4] 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

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Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses :

- Loans or grants to mitigate financial hardship
- In-kind assistance
- Technical assistance

3.1.1 Disproportionately Impacted Communities

"The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits". These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries[5]

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[5] 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Britney Richey, Hays County Treasurer

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the October 15, 2022 payroll disbursements in an amount not to exceed $3,200,000.00 effective October 14, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: T.CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant awarded from the Department of Justice, Office of Justice Program, Patrick Leahy Bulletproof Vest, (BVP) in the amount of $10,475.12 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

The Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program provides 50% of the cost per unit to purchase bulletproof vests for law enforcement officers. Hays County has been awarded $10,475.12. There is a required 50% match for these funds.This will allow the Sheriff's office to purchase 19 vests. The Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program is offered through the Department of Justice, Office of Justice Program. Deadline for submission was July 1, 2022. The contract period ends Aug 20, 2024.

Fiscal Impact:

Amount Requested: $10,475.12 matching funds
Line Item Number: 001-618-99-156.5717_400

Budget Office:

Source of Funds: Grant Funds & General Fund
Budget Amendment Required Y/N?: Yes
Comments: Matching funds have been budgeted during the FY23 budget process and will be moved to the grant cost center.
($10,476) - Increase Intergovernmental Revenue 001-618-99-156.4301
$20,952 - Increase Law Enforcement Equipment_Ops 001-618-99-156.5717_400
($10,476) - Decrease Law Enforcement Equipment_Ops 001-618-99-001.5717_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Intergovernmental Revenue and Law Enforcement Equipment Operating
New Revenue Y/N?: Yes
Comments:

Attachments

FY22 BVP Award List
FY22 BVP Award Letter_Hays County

TX	EULESS CITY	$9,200.00
TX	FAIR OAKS RANCH CITY	$3,600.00
TX	FARMERS BRANCH CITY	$9,850.00
TX	FLOWER MOUND CITY	$4,427.25
TX	FORT BEND COUNTY	$9,452.04
TX	FREDERICKSBURG CITY	$8,078.75
TX	FRIENDSWOOD CITY	$4,800.00
TX	FULSHEAR CITY	$2,582.50
TX	GAINESVILLE CITY	$1,845.12
TX	GARRISON CITY	$305.43
TX	GARZA COUNTY	$2,379.67
TX	GATESVILLE CITY	$1,967.50
TX	GILLESPIE COUNTY	$2,000.00
TX	GRANBURY CITY	$5,937.00
TX	GRAPEVINE CITY	$12,554.87
TX	GRAYSON COUNTY	$1,988.12
TX	GREENVILLE CITY	$6,448.84
TX	GROVES CITY	$765.65
TX	HALLETTSVILLE CITY	$1,453.49
TX	HALTOM CITY	$2,671.41
TX	HARKER HEIGHTS CITY	$5,850.00
TX	HARLINGEN CITY	$6,529.00
TX	HARRIS COUNTY	$119,186.24
TX	HAYS COUNTY	$10,475.12
TX	HEARNE CITY	$2,275.00
TX	HEATH CITY	$4,432.50
TX	HELOTES CITY	$4,232.19
TX	HENDERSON COUNTY	$22,695.00
TX	HEREFORD CITY	$4,115.00
TX	HEWITT CITY	$2,754.50
TX	HICKORY CREEK TOWN	$2,905.83
TX	HIGHLAND PARK CITY	$10,191.50
TX	HIGHLAND VILLAGE CITY	$2,697.00
TX	HILL COUNTRY VILLAGE	$3,275.79
TX	HONDO CITY	$4,000.00
TX	HOOD COUNTY	$10,601.00
TX	HOUSTON CITY	$126,230.73
TX	HOWARD COUNTY	$2,250.00
TX	HUNT COUNTY	$2,765.06
TX	HUNTSVILLE CITY	$10,000.00
TX	HURST CITY	$7,886.83
TX	HUTCHINS CITY	$7,200.00
TX	HEMPSTEAD INDEPENDENT SCHOOL DISTRICT	$1,190.00
TX	HOUSTON INDEPENDENT SCHOOL	$1,234.95
TX	INGLESIDE CITY	$5,896.50
TX	IOWA PARK CITY	$1,208.35
TX	JACINTO CITY	$2,780.00
TX	JACK COUNTY	$2,624.83
TX	JACKSBORO CITY	$2,278.90

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the **BVP System**. A complete list of FY 2022 BVP awards is available at: **https://www.ojp.gov/program/bulletproof-vest-partnership/overview.**

Important: Jurisdictions must be registered in the SAM system (https://www.sam.gov/SAM/) in order to be paid for any 2022 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://sam.gov/content/status-tracker. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: **https://cjtec.org/compliance-testing-program/compliant-product-lists/.** As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: **https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWearPolicy_0.pdf.**

Finally, please visit the following page for checklists and guides for each step of the BVP process: **https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources.**

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at **vests@usdoj.gov** or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: **VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance (ojp.gov).** The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: **BJA VALOR INITIATIVE (ojp.gov).**

Thank you BVP Program Support Team

Bureau of Justice Assistance

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jennifer Doinoff

Sponsor: Judge Becerra

Agenda Item

Approve an increase in election worker fees. **BECERRA/DOINOFF**

Summary

Increase Presiding Judges, Election Techs, Early Voting Ballot Board and Central Count workers to $18 per hour. Increase Early Voting Clerks and Election Day clerks to $16 per hour.

Attachments

Election Fees

THE COUNTY OF HAYS

Elections/Voter Registration
712 S. Stagecoach Trail, Ste. 1045
San Marcos, TX 78666-7751

Phone: (512) 393-7310
Fax: (512) 393-7315
www.co.hays.tx.us

Jennifer Anderson
Elections Administrator/Voter Registrar

ELECTION FEES

EQUIPMENT	**Fees**
Equipment Rental:	**$175 ($5)**
Public Notice for Testing:	**$150**
Election Kits:	**$175**
Equipment Transport (Truck Rental)	**Actual Cost**
Election Judges/Election Techs	**$18/hr**
Alternate Judges	**$18/hr**
Election Clerks	**$16/hr**
Early Voting Clerks	**$16/hr**
Judge Delivery Fee	**$25 ($15)**
Central Count Personnel	**$18/hr**
Early Voting Ballot Board	**$18/hr**
Training Fee	**$9/hr**
Security Central Count (Non-Hays County Security Officers)	**$70/hr**
Hays County Security Officers	Current rate of pay plus and accrued overtime
Tabulation Supervisor	**$25/hr**

VOTING HISTORY

General Elections (All Pcts) (Hard Copy)	**$15.00**
General Elections (All Pcts – emailed/disk/Dropbox)	**$5.00**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: T. CRUMLEY

Sponsor: Commissioner Shell

Agenda Item:

Authorize Building Maintenance to accept a proposal from CT Electric valued at $12,700.00 related to the installation of electrical and data lines at the new Elections/Information Technology Building located at 120 Stagecoach Trail.
SHELL/T.CRUMLEY

Summary:

One of the first steps in moving the Election Department employees into the new Elections / IT Building will be to have electric and data lines installed. Under contract RFP 2018-P10, CT Electric has submitted a proposal to install these electric and data drops. Funding for this was approved in the FY23 budget.

Fiscal Impact:

Amount Requested: $12,700.00
Line Item Number: 001-645-00.5741

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2018-P10, Countywide Electrical Services
G/L Account Validated Y/N?: Yes, Misc. Capital Improvements
New Revenue Y/N?: N/A
Comments:

Attachments

CT Electric Quote

Johnny Homann

DBA CT. ELECTRIC
PO BOX 1185
LOCKHART, TX 78644

Estimate

Date	Estimate #
9/20/2022	453

Name / Address
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Tx 78666

Project
Election Office

Item	Description	Qty	Rate	Total
Journeyman	SOW for Election Office: - install conduit from electrical room over to the center of the floor - new cubicles will be installed we will provide 3 new power drops for them with 6 quads on each pole - we will install outlets on both sides of the walls - we will install data drops at these locations for a total of 12 drops	80	55.00	4,400.00
Apprentice	Same as Above	80	35.00	2,800.00
Materials	Breakers, Conduit, Wire, boxes, receptacles and Cat 6 wire	1	4,000.00	4,000.00
Equipment	Scissor Lift Rental	1	1,500.00	1,500.00

Total $12,700.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022
Requested By:
Sponsor: Commissioner Ingalsbe

Agenda Item:
Authorize payment to Eckmann Groll, Inc. for appraisal services rendered on a Right of Way parcel on the CR 266 Road Project in which no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE**

Summary:
Eckmann Groll, Inc. was utilized to give an updated appraisal on a parcel located on South Old Bastrop Hwy in San Marcos to be used in the CR 266 Road Project and additional costs for pre-testimony preparation for hearing. This invoice for services is on file but not included due to attorney-client information.

Fiscal Impact:
Amount Requested: $2,000.00
Line Item Number: 035-801-96-522.5632_700

Budget Office:
Source of Funds: Road Bond 2019 Fund
Budget Amendment Required Y/N?: No
Comments: 2016 Voter Approved Road Bond issued in 2019.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: No
G/L Account Validated Y/N?: Yes, Right of Way Capital Expenses
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: T. CRUMLEY

Sponsor: Judge Becerra

Agenda Item

Authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY23 Formula Grant Program. **BECERRA/T.CRUMLEY**

Summary

This formula grant is available to Hays County to assist with the costs of the Fair Defense Act (FDA) and improve the indigent defense system. Hays County applies for these funds yearly. These funds can be used for investigator expenses, attorney fees, and expert witness expenses incurred by the County on criminal indigent cases. The grant application is submitted through an on-line web portal along-side the resolution for verification authorization. The funding period begins October 1, 2022 through September 30, 2023. The funding amount is determined by TIDC after the grant is submitted.

Attachments

FY23 TIDC Formula Grant Resolution

2023 Hays County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hays County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hays County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _11th_day of _October___, 2022.

_____
Ruben Becerra
County Judge

Attest:

_____
County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Constable Ron Hood

Sponsor: Commissioner Smith

Agenda Item:

Amend the Constable Pct. 4 Office FY22 operating budget related to county travel for the Justice Administrator to attend the Softcode Civil Service training held at the Hays County Government Center provided by the Information Technology Department. **SMITH/HOOD**

Summary:

Additional funds are needed in the travel line item to reimburse the Justice Administrator for utilizing a personal vehicle to travel to the County Government Center to receive training on the new Softcode Civil Service Program. Additionally, the Pct. 4 Administrator traveled to another Constable office to provide training to their staff.

Fiscal Impact:

Amount Requested: $199.00
Line Item Number: 001-638-00.5501

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: FY22 amendment for mileage reimbursement for travel during the months of August and September.
$199 - Increase Travel
($199) - Decrease Continuing Education

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Travel
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jeff McGill

Sponsor: Judge Becerra

Agenda Item:

Authorize the Information Technology Department to purchase one Dell PowerEdge R650 Server and Software Licenses related to the Quest Rapid (Disaster) Recovery Program and amend the budget accordingly. **BECERRA/McGILL**

Summary:

The previous licensing model for the Quest Rapid (Disaster) Recovery server was based on a combined hardware/software solution. The current server hardware has reached end of life and needs to be replaced. Once the hardware is replaced, a software only license will be required to support the disaster recovery program.

Fiscal Impact:

Amount Requested: $61,400.34
Line Item Number: 001-680-00.5429/.5712_700

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds were budgeted during the FY23 budget process for the previous equipment maintenance program and will be moved to the appropriate line items for the new program changes.
$9,025 - Increase Computer Equipment_Capital 001-680-00.5712_700 (server purchase)
$52,377 - Increase Software Maintenance & Licenses 001-680-00.5429 (annual software license & maint)
($61,402) - Decrease Equipment Maintenance 001-680-00.5411

Auditor's Office:

Purchasing Guidelines Followed Y/N?:
G/L Account Validated Y/N?: Yes, Computer Equipment Capital Outlay and Software Maintenance and Licenses Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Dell Quest Rapid Recovery Sever Quote
Dell Quest Rapid Recovery Software License Quote

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.	**3000132362222.8**	Sales Rep	Michael Harden
Total	**$9,024.09**	Phone	(800) 456-3355, 80000
Customer #	9657350	Email	Michael_Harden@Dell.com
Quoted On	Sep. 27, 2022	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Nov. 02, 2022		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	16778233.9		

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,
Michael Harden

Shipping Group

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL
STE 1206
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R650 - [amer_r650_14796]	**$9,024.09**	**1**	**$9,024.09**

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

Subtotal:	**$9,024.09**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$9,024.09**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$9,024.09**

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	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

		Quantity	Subtotal
PowerEdge R650 - [amer_r650_14796] Estimated delivery if purchased today: Oct. 27, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$9,024.09**	**1**	**$9,024.09**

Description	Unit Price	Quantity	Subtotal
PowerEdge R650 Server	-	1	-
8x2.5 Front Storage	-	1	-
SAS/SATA Backplane	-	1	-
No Rear Storage	-	1	-
Trusted Platform Module 2.0 V3	-	1	-
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 3 PCIe Slots, 2 CPU	-	1	-
Intel Xeon Gold 6346 3.1G, 16C/32T, 11.2GT/s, 36M Cache, Turbo, HT (205W) DDR4-3200	-	1	-
Intel Xeon Gold 6346 3.1G, 16C/32T, 11.2GT/s, 36M Cache, Turbo, HT (205W) DDR4-3200	-	1	-
Additional Processor Selected	-	1	-
Heatsink for 2 CPU configuration (CPU more than 165W)	-	1	-
Performance Optimized	-	1	-
3200MT/s RDIMMs	-	1	-
No RAID	-	1	-
PERC H355 Controller Front	-	1	-
Front PERC Mechanical Parts, front load	-	1	-
Power Saving Dell Active Power Controller	-	1	-
UEFI BIOS Boot Mode with GPT Partition	-	1	-
4 High Performance Fans for 2 CPU	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1400W, Mixed Mode, NAF	-	1	-
Riser Config 0, 2CPU, Half Length, Low Profile, 3 x16 Slots, SW GPU Capable	-	1	-
PowerEdge R650 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	-	1	-
iDRAC9, Enterprise 15G	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0	-	1	-
Standard Bezel	-	1	-
Luggage Tray x8 and x10 Chassis, R650	-	1	-
BOSS Blank	-	1	-
No Quick Sync	-	1	-

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iDRAC,Factory Generated Password	-	1	-
iDRAC Group Manager, Disabled	-	1	-
No Operating System	-	1	-
No Media Required	-	1	-
1U Combo Drop-In/Stab-In Rails	-	1	-
No Systems Documentation, No OpenManage DVD Kit	-	1	-
PowerEdge R650 Shipping	-	1	-
R650 Ship 8x2.5	-	1	-
R650 Dell/EMC label (BIS) for 2.5" Chassis	-	1	-
PowerEdge R650 CE Marking, No CCC Marking	-	1	-
Custom Configuration	-	1	-
Basic Hardware Services Business Hours 5x10 Next Business Day Onsite Hardware Warranty Repair 3 Years	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	-	1	-
On-Site Installation Declined	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	-	2	-
480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD,	-	2	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	-	2	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	-	2	-

Subtotal:$9,024.09
Shipping: $0.00
Environmental Fee: $0.00
Estimated Tax: $0.00

Total:$9,024.09

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

Important Notes

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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.

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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.

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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.	**3000131647886.1**	Sales Rep	David Felix
Total	**$52,376.25**	Phone	(800) 456-3355, 7236744
Customer #	9657350	Email	David_Felix@Dell.com
Quoted On	Sep. 16, 2022	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Oct. 16, 2022		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		

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,
David Felix

Shipping Group

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL
STE 1206
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

Product	List Price	Unit Price	DOL	Quantity	Subtotal
HAYS COUNTY QUEST RR CAP 101-250TB P/FE TB 24X7 TRM LIC/MNT 10/28/22-11/30/24	**$599.00**	**$419.01**	**30.05%**	**125**	**$52,376.25**

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

Subtotal:	**$52,376.25**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$52,376.25**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$52,376.25**

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Shipping Group Details

Shipping To	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

		Quantity	Subtotal
HAYS COUNTY QUEST RR CAP 101-250TB P/FE TB 24X7 TRM LIC/MNT 10/28/22-11/30/24 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$419.01**	**125**	**$52,376.25**

Description	SKU	Unit Price	Quantity	Subtotal
HAYS COUNTY QUEST RR CAP 101-250TB P/FE TB 24X7 TRM LIC/MNT 10/28/22-11/30/24	AC264165	-	125	-

Subtotal:	**$52,376.25**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$52,376.25**

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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.

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jeff McGill

Sponsor: Judge Becerra

Agenda Item:

Authorize the County Judge to execute a "Keep It" Program Agreement with Dell Marketing, LP and authorize the Information Technology Department to accept two Dell 27" Monitors with Docking Hubs valued at $451.37 each and amend the budget accordingly. **BECERRA/McGILL**

Summary:

Dell Marketing has provided two 27" monitors with built-in hubs to the County at no charge. This new line of monitors has a built-in hub which reduces cable clutter with USB-C connectivity. This offers the flexibility of connecting to multivendor USB-C systems and saves up to 72% of workspace, setup time and enables quick transitions from the desk.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-680-00.4610/.5202

Budget Office:

Source of Funds: Donated Equipment
Budget Amendment Required Y/N?: Yes
Comments: Amend budget to record value of donated monitors received in September 2022.
FY22 Budget Amendment:
($903) - Increase Contributions 001-680-00.4610
$903 - Increase Data Supplies 001-680-00.5202

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Contributions and Data Supplies
New Revenue Y/N?: Yes
Comments:

Attachments

Dell "Keep It" Program Agreement
Dell Quote

DELL Technologies

"Keep It" Program Agreement

General Terms

This agreement ("**Agreement**") between you ("**you**" or "**Customer**"), and either Dell Marketing L.P. (in the U.S.) or Dell Canada Inc. (in Canada) ("Dell"), or EMC Corporation (in the U.S.) or EMC Corporation of Canada (in Canada), as applicable ("**Supplier**"), governs the provision and your use of the Products and Services and is effective upon your acceptance hereof.

1. **Purpose**.

Supplier will provide you with hardware and software products ("**Products**") and services ("**Services**") at no charge. The Products and Services are yours to keep and use as described in this Agreement. Title to hardware Products (except for the software provided with such hardware) passes from Supplier to you upon shipment. However, title to any software will always remain with Supplier or the applicable licensor(s) (your rights are subject to the license). Shipping and delivery dates are provided as estimates only. The term "**Purpose**" refers to the following: (a) if you are a Channel Partner (defined below) or Federal Reseller (defined below) you will use the Products and Services only for product demonstrations to customers, for internal testing or evaluation by you or your customer, or for training your team to sell Supplier Products and Services, and then only in a test environment and not in a production environment, and (b) if you are a commercial entity or a Public Customer (defined below), you will use the Products and Services only for evaluation or internal business use. Supplier will have all rights, title and ownership of any feedback you provide about the Products and Services.

2. **Software**.

2.1 Software provided to you is licensed by Dell Products L.P., a Texas Limited Partnership; Dell Global B.V. (Singapore Branch), the Singapore branch of a company incorporated in the Netherlands with limited liability on behalf of itself, Dell Inc. and "Dell Affiliates" (which are Dell Inc.'s direct and indirect subsidiaries); or the applicable Dell Affiliate or third party identified at www.dell.com/swlicensortable ("**Licensor**") and, except as provided otherwise in Section 2.2 below, shall be governed by the following:

A. General License Grant. Licensor grants to Customer a nonexclusive and non-transferable temporary license (with no right to sublicense) to use (a) the software solely for the Purpose; (b) microcode, firmware, and operating system software shipped with hardware, or other software licensed together with hardware and designed to enable the hardware to perform enhanced functions, solely on that hardware; and (c) the then-current, generally available, written user manuals and online help and guides ("**Documentation**") related to such software for the purpose of supporting Customer's use of such software.

B. License Restrictions. All software licenses granted in this Section 2.1 are for use of object code. Customer is permitted to copy the software as necessary to install and run it in accordance with the license, but otherwise for back-up purposes only. Customer may copy Documentation as reasonably necessary in connection with Customer's authorized use of the software. Customer shall not (a) use software in a service bureau, application service provider or similar capacity; (b) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of the Products and Services that Customer performs or that are performed on Customer's behalf; (c) make software available in any form to anyone other than Customer's employees or contractors; or (d) transfer software to an

affiliate or a third party.

C. Reserved Rights. All rights not expressly granted to Customer are reserved. No title to, or ownership of, the software is transferred to Customer. Customer shall reproduce and include copyright and other proprietary notices on and in any copies of the software. Unless applicable law expressly permits, Customer shall not modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form the software, nor shall Customer permit any third party to do the same.

2.2 Other License Terms. If a particular Product is provided with a "click-to-accept" agreement included as part of the installation and/or download process, or a "shrink-wrap" agreement is included in the Product packaging, the terms of such "click-to-accept" or "shrink-wrap" agreement shall, in case of conflict with these terms, (a) prevail with regard to software for which Supplier or a Dell Affiliate is not the licensor; and (b) not prevail with regard to software for which Supplier or a Dell Affiliate is the licensor.

2.3 Software Releases. Software versions that Supplier provides after initial delivery of the software (but not a new product) shall be subject to the license terms applicable to the software being updated.

3. **Services**.

Services provided under this Agreement are governed by the supplemental terms and conditions applicable to such service and located at www.dell.com/servicecontracts/global and/or www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

4. **Returns and Data Backup and Removal**.

No exchanges or credits are permitted. If you decide to return the Products and Services to Supplier, such return is subject to Supplier's approval and you must follow Supplier's return policies and instructions. Title to the hardware Product will transfer from you to Supplier upon Supplier's receipt. Customer must backup any data or software and remove any confidential, non-public or sensitive data ("**Covered Data**") from the Products prior to returning them to Supplier. **Under no circumstances will Supplier be liable for lost data or software, for costs associated with data or software restoration, for any disclosure of confidential or sensitive data residing on the Products or utilized in the Services or for any legal or compliance requirements to comply with special rules or other requirements that may apply to the Covered Data.** Customer agrees to indemnify, defend and hold harmless Supplier from any and all claims or liability against Supplier arising from any Covered Data that may be on the Products or utilized in the Services.

5. **Warranty Disclaimer**.

The products and services are provided "as is," with all faults. Supplier disclaims any and all warranties and conditions, express, implied or otherwise, with respect to the products and services, including without limitation: (a) any warranties or conditions of merchantability, fitness for a particular purpose, title and non infringement, and (b) any warranties arising by statute, operation of law, course of dealing or performance or usage of trade.

6. **High-Risk Applications**.

Customer acknowledges that the Products and Services are not designed or intended for use in High-Risk Activities (defined below) and that Supplier **does not test or certify the products and services for use in high-risk activities. Supplier expressly disclaims any express or implied warranty of fitness for high-risk activities. "high-risk activities" means the use of the products and services in hazardous environments requiring fail safe performance, such as any application in which the failure of the products or services could lead directly to death, personal injury, or physical or property damage**.

7. **Limitation of Liability**.

Supplier, its affiliates and subcontractors shall not be liable for any indirect, punitive, incidental, consequential, exemplary or special damages, or for lost profits, loss of revenue, loss of use, loss or corruption of data, or business interruption of any kind. Supplier's total liability for any and all disputes (defined below) and damages arising out of or in connection with this agreement and/or any products and services will not exceed the lesser of: (a) the list price of the applicable products and services giving rise to the claim or (b) $50,000 USD. These limitations apply whether arising under any contract, tort, warranty or any other theory of liability, even if advised or aware of the possibility of such damages and even if any remedy fails of its essential purpose. All claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing a claim, or the law does not provide a time at all, then claims must be made within 18 months after the cause of action accrues.

8. **Intellectual Property Rights**.

All rights, titles and interests to Supplier's patents, copyrights, trademarks, trade secrets, or other intellectual property, including, without limitation, those incorporated into the Products or used by Supplier to perform the Services, remain with Supplier. Customer will not use the name of Supplier nor any Supplier trademarks, trade names, service marks or quote the opinion of any Supplier employee in any advertising or otherwise without first obtaining Supplier's prior written consent.

9. **Compliance with Laws**.

You will comply with all laws and regulations applicable to your use of the Products and Services in the countries in which you do business including, without limitation, any laws relating to taxes, U.S and applicable local export and sanctions laws, anti-bribery, or competition laws ("**Applicable Laws**"). Supplier is providing and Customer accepts the Products or Services and access to related technology (the "**Materials**") for the Purpose, and not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with Supplier's prior written authorization and in compliance with such laws, including, without limitation, export licensing requirements; end-user, end-use, and end-destination restrictions; and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

10. **Confidentiality and Nondisclosure**.

Customer agrees to protect Supplier's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Customer uses with respect to its own confidential information. Customer will not disclose Supplier Confidential Information without Supplier's prior written consent. "**Confidential Information**" means any oral, written, graphic or machine-readable information disclosed by Supplier that should be reasonably understood to be confidential.

11. **Termination**.

At any time, Supplier may terminate its Keep It program, your participation, any Services and your license to use any software without notice if there is a shortage of Products and Services or for any other reason, including for its own convenience. All terms intended to survive such termination shall survive.

12. **Governing Law**.

This Agreement, and any claim, dispute or controversy (whether in contract, tort or otherwise, including statutory, consumer protection, common law, intentional tort and equitable claims) between Customer and Supplier, including their affiliates, contractors and agents, and each of their respective employees, directors and officers (a "**Dispute**") will be governed by the laws of the State of Texas (or by U.S. federal laws if you are a Federal End User, or by laws of the province of Ontario and the federal laws of Canada applicable therein if you are a Canadian entity), without regard to conflicts of law. The UN Convention for the International Sale of Goods will not apply.

13. **General**.

This Agreement (GENERAL TERMS and applicable CUSTOMER-SPECIFIC TERMS) constitutes the entire agreement between you and Supplier regarding the Products and Services. Customer will not transfer or assign this Agreement. Supplier and Customer are independent contractors, and neither is a legal representative or agent of the other.

Customer-Specific Terms apply to you if you are a Channel Partner, Federal Reseller or Public Customer. If there is a conflict, the Customer Specific Terms will take precedence over the GENERAL TERMS.

DELL Technologies

Customer Specific Terms

Channel Partners

Additional terms applicable to resellers (including Federal Resellers), distributors, system integrators, OEM customers and other channel partners ("Channel Partners")

The additional terms and conditions in this section apply to you if you are a Channel Partner. These additional terms and conditions supplement, amend or revise the GENERAL TERMS as described below.

1. In Supplier's discretion, the term "Purpose" may include the following: Supplier may provide, directly or indirectly through you, at no charge to Channel Partner, the Products and Services to your end user customer or potential end user customer (each, "**End User**") for the End User to use solely for evaluation or internal business use. The hardware Products are for End User to keep. Shipping and delivery dates are provided as estimates only. Notwithstanding the foregoing, Supplier may request you to return the Products to Supplier if Supplier has reasonable belief that you have breached, or refused to provide information requested by Supplier to confirm your compliance with, clause 9 of the GENERAL TERMS, and you shall comply with such request at your sole expense.

2. Products and Services may be provided to an End User under the preceding paragraph only if the End User has agreed in writing to the terms of this Agreement. In such agreement between you and End User, the applicable references to "you" or "Customer" in the Agreement shall mean "End User". You shall ensure End User complies with this Agreement and all Applicable Laws, and you are responsible for End User's failure to comply with such terms and Applicable Laws. You shall indemnify and hold Supplier and its licensors and suppliers harmless from any and all claims or liability against Supplier related to or arising out of End User's noncompliance with the terms or use of the Products and Services.

3. If Supplier provides Channel Partner with Products and Services for the Purpose described in clause 1 of the GENERAL TERMS, then sections 3.1, 3.2, and 3.3 apply:

3.1 Supplier may require Channel Partner to meet, perform, or complete certain tasks. Such requirements will be set forth in writing by Supplier and will be made part of this Agreement by referencing the Agreement. If Channel Partner does not meet, perform or complete all requirements within the specified time, then Supplier has the right to de-install and pick up the hardware Product and/or terminate the software Product license and Services. If Channel Partner does not provide Supplier with access to pick up the hardware Product, Channel Partner will be required to de-install and return the Product to Supplier at Channel Partner's sole expense.

3.2 Channel Partner will not sell, lease, transfer or otherwise convey the hardware Product to any third party without Supplier's prior written permission.

3.3 Product must be installed and used only at Channel Partner's site where Product was initially shipped to Channel Partner by Supplier or a designated third party. Product will not be moved from the installation site without Supplier's prior written approval.

4. Supplier may, at its discretion, terminate any software Product license or any Services and/or require Channel Partner return hardware Products at any time, including if Channel Partner violates or breaches any provision in this Agreement or Applicable Laws.

5. Clause 4 of the GENERAL TERMS will apply if hardware Product is picked up or returned pursuant to Clause 3.1 or 3.3 of the Customer Specific Terms for Channel Partners.

Federal Resellers

Additional terms applicable to Federal Resellers

The additional terms and conditions in this section apply to you if you are a reseller to any department, agency, division, or office of the United States government ("**Federal Reseller**"). These additional terms and conditions supplement, amend or revise the GENERAL TERMS as described below. For purposes of this section, the term "Supplier" will mean Dell Marketing L.P. or Dell Federal Systems L.P.

Clauses 1 through 5 and clause 7 set forth below in the U.S. Public Customer Terms shall apply to Federal Resellers, and the term "Federal Reseller" shall be substituted for the term "Public Customer" in each instance.

Public Customers

Additional terms applicable to Public Customers

United States

Additional terms applicable to U.S. Public Customers

The additional terms in this section ("**U.S. Public Customer Terms**") apply to public sector or healthcare customers such as (i) any healthcare provider, department, agency, division or office of the United States government ("**Federal End User**"), or (ii) any healthcare provider, education institution, department, agency, division, or office of any district, state, county or municipal government within the United States (together with Federal End Users, "**Public Customer**"). The U.S. Public Customer Terms supplement, amend or revise the GENERAL TERMS as described below. If you are a Federal End User, then references to "Supplier" below will mean Dell Marketing L.P. or Dell Federal Systems L.P.

1. Any portion of the GENERAL TERMS that is not applicable to you by law shall not apply to you. US Public Customer Terms shall take precedence over the GENERAL TERMS. Any applicable software licensing terms shall control over these terms.

2. Software and documentation provided with the Products and Services constitutes "commercial items" as defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 to 227.7202-4, Federal End Users acquire only the rights set forth in the applicable licensing agreement (see Section 2 of the GENERAL TERMS).

3. You agree to provide Supplier with an electronic evaluation form provided by Supplier within 90 days of the date you receive the Products and Services. If you fail to provide the electronic evaluation within this timeframe, you will return all hardware Products to Supplier and pay Supplier's then-current commercial price for all software included in the Products and Services.

4. The parties agree that the Products and Services are intended exclusively for your evaluation and (a) do not constitute a "gift" or "gratuity," as contemplated under relevant regulations such as 5 C.F.R. Part 2635, *Federal Acquisition Regulation* ("FAR") 3.101-2, and FAR Subpart 3.2, and (b) do not give the appearance of a conflict of interest as described under FAR

Subpart 3.11 or other relevant regulations. The consideration for Supplier providing the Products and Services is your promise to submit the electronic evaluation form. By accepting the Agreement, you acknowledge, affirm and agree that you are authorized to accept the Products and Services pursuant to established gift rules applicable to you and/or your agency.

5. Public Customer does not intend to award a contract on the basis of Supplier's provision of the Products and Services, nor grant Supplier any preferential treatment in any contracts or task or delivery orders currently being performed by Supplier, or future procurement actions.

6. Public Customer is responsible for reporting receipt or value of the Products and Services to any federal or state healthcare program that it participates in to the extent such reporting is required.

7. You confirm that (a) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer for purposes of accepting the Products and Services in accordance with the terms and conditions set forth in this Agreement, and (b) you have read and agree to be bound by the terms and conditions of any licensing agreement applicable to the Products (see Section 2 of the GENERAL TERMS) or service terms applicable to Services (see Section 3 of the GENERAL TERMS).

Canada

Additional terms applicable to Canadian Public Customers

The additional terms in this section ("**Canadian Public Customer Terms**") apply to public sector customers in Canada such as any federal, provincial or municipal government, department or agency, healthcare provider or education institution ("**Canadian Public Customer**"). These additional terms and conditions supplement, amend or revise the GENERAL TERMS as described below.

1. Any portion of the GENERAL TERMS that is not applicable by law shall not apply to you. Canadian Public Customer Terms shall take precedence over the GENERAL TERMS. Any applicable software licensing terms shall control over these terms.

2. The parties agree that the Products and Services are intended exclusively for your evaluation and: (a) are not provided as a gift or similar gratuity; and (b) do not give the appearance of a conflict of interest under your applicable procurement rules and regulations.

3. Canadian Public Customer does not intend to award a contract on the basis of Supplier's provision of the Products and Services, nor grant Supplier any preferential treatment in any contracts or task or delivery orders currently being performed by Supplier, or future procurement actions.

4. Canadian Public Customer is responsible for reporting receipt or value of the Products and Services to the extent such reporting is required.

5. You confirm that (a) you are a contracting officer or other authorized representative of Canadian Public Customer with authority to bind the Canadian Public Customer for purposes of accepting the Products and Services in accordance with the terms and conditions set forth in this Agreement, and (b) you have read and agree to be bound by the terms and conditions of any

licensing agreement applicable to the Products (see Section 2 of the GENERAL TERMS) or service terms applicable to Services (see Section 3 of the GENERAL TERMS).

Accepted and Agreed:

<CUSTOMER>	Hays County Information Technology
CUSTOMER NAME AND ADDRESS:	712 South Stagecoach Trail, Suite 1206 San Marcos, Texas 78666
By:	
Print Name:	
Title:	
Date:	

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.	**3000129375905.2**	Sales Rep	Michael Harden
Total	**$451.37**	Phone	(800) 456-3355, 80000
Customer #	9657350	Email	Michael_Harden@Dell.com
Quoted On	Aug. 17, 2022	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Oct. 31, 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,
Michael Harden

Shipping Group

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL
STE 1206
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	**$451.37**	**1**	**$451.37**

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

Subtotal:	**$451.37**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$451.37**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$451.37**

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	Shipping Method
ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

		Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27") Estimated delivery if purchased today: Aug. 25, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$451.37**	**1**	**$451.37**

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	210-BBCM	-	1	-
Dell Limited Hardware Warranty	814-5380	-	1	-
Advanced Exchange Service, 3 Years	814-5381	-	1	-

Subtotal:	**$451.37**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$451.37**

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.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

Packing Slip

This is not an invoice

www.dell.com
www.support.dell.com

Sold To: HAYS COUNTY - AUDITORS
ACCOUNTS PAYABLE
712 S STAGECOACH TRL STE 1071

SAN MARCOS,TX 78666-6247
5123932273

Ship To: HAYS COUNTY - AUDITORS
MARVA PEARCE
712 S STAGECOACH
TRL STE 1206
SAN MARCOS,TX 78666
5123932845

Customer Number	Customer PO Reference	Salesperson	Order Number
9657350	SS1369533	MICHAEL_HARDEN	512100759
Order Date	**Date Printed**	**Ship Via**	**Tracking/Bill of Lading Number**
2022-09-01	2022-09-19	FEDG	SEE BELOW

Delivery Terms:

IN THIS SHIPMENT:

Box	Ship Qty	Tracking Number	Item Number	Item Description	Service Tag
1	1	601804854686	210-BBCM	Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	2F04WN3
2	1	601804854697	210-BBCM	Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")	FD04WN3

Your items may ship separately to allow for faster service. (Non-Direct Orders)/This completes your order. (Direct Orders)

Total Wgt.	Total Boxes	Receiver Name	Receiver Signature	Date	Remarks
42.00000	2				

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Smith

Agenda Item

Approve Utility Permits. **INGALSBE/SMITH/BORCHERDING**

Summary

TRN-2022-5362-UTL	Frontier to install 5,813' of 1.25" HDPE fiber within a 2" bore casing at a minimum 36" of cover to an aerial overlash along Cole Springs Road and Old Black Colony. Please feel free to contact me if you have any questions/concerns.
TRN-2022-5381-UTL	Grande to relocate existing fiber on existing poles to new installed PEC poles as a result of the Dacy Lane improvements. Portions of this project will run into both Precinct 1 and Precinct 2. Please feel free to contact me with any questions/concerns.
TRN-2022-5384-UTL	Spectrum to relocate 3 poles to in avoidance with encroaching the proposed Dacy Lane roadway improvements. Please feel free to contact me if you have any questions/concerns.

Attachments

Permit
Site Plan
Permit
Site Plan
Location Map
Permit
Site Plan

Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 9/30/2022 .

Utility Company Information:

Name: Frontier Communications
Address: 7979 N Belt Line Rd Irving TX
Phone:
Contact Name: Brandon Leal

Engineer / Contractor Information:

Name: SDT Solutions, LLC
Address: 5535 Airport Fwy Suite B Haltom City TX 76117
Phone:
Contact Name: Bert Colon

Hays County Information:

Utility Permit Number: TRN-2022-5362-UTL
Type of Utility Service: FIBER OPTIC
Project Description:
Road Name(s): COLE SPRINGS RD, LITTLE POOL RD, OLD BLACK COLONY RD, , , , ,
Subdivision:
Commissioner Precinct:

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

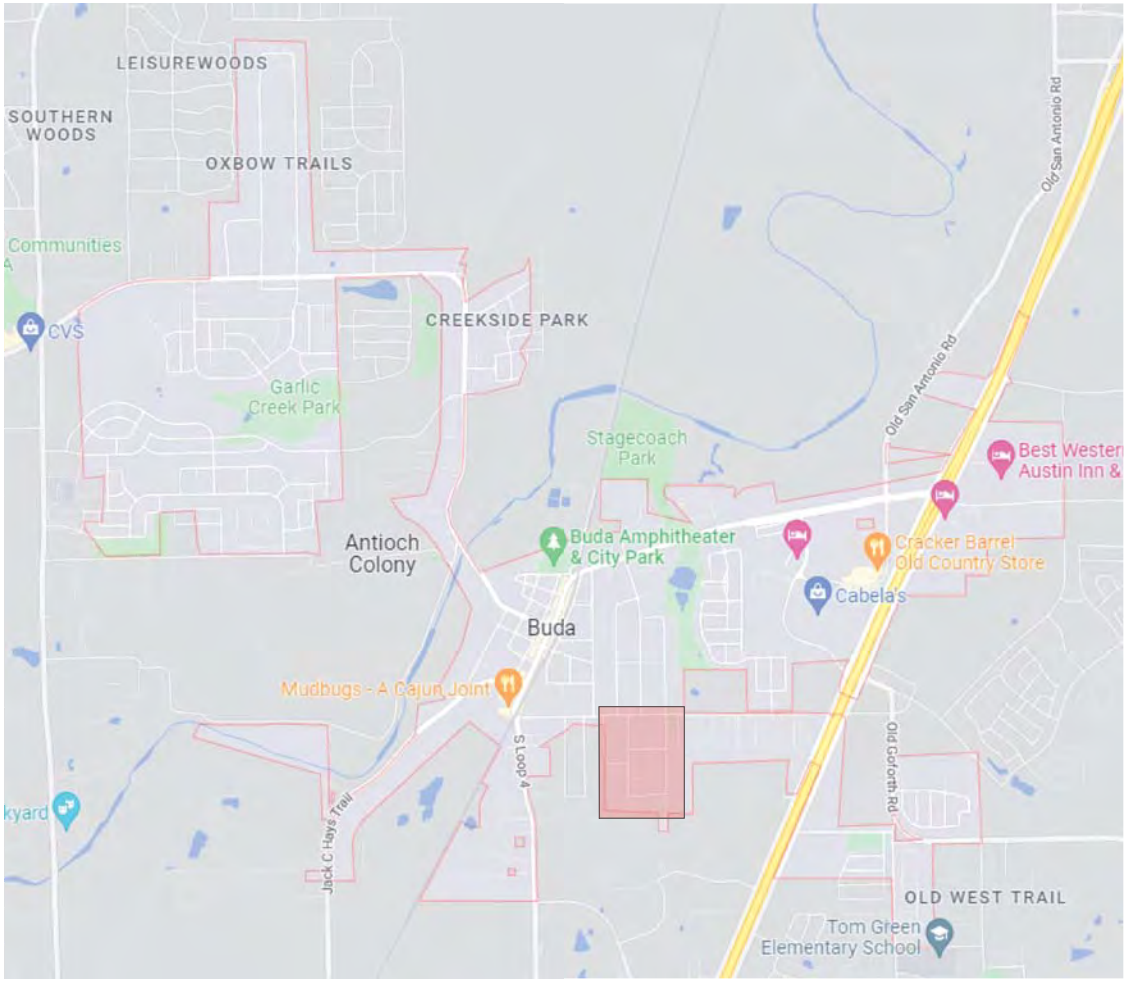
Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

10/04/2022

Signature | Title | Date

CONDUIT DESIGN

FTTH H1023



VICINITY MAP

PROJECT TOTALS

PICKUP POINT: FRONTIER HUB H1023

PATH LENGTH: 2" BORE FOR 5,813'

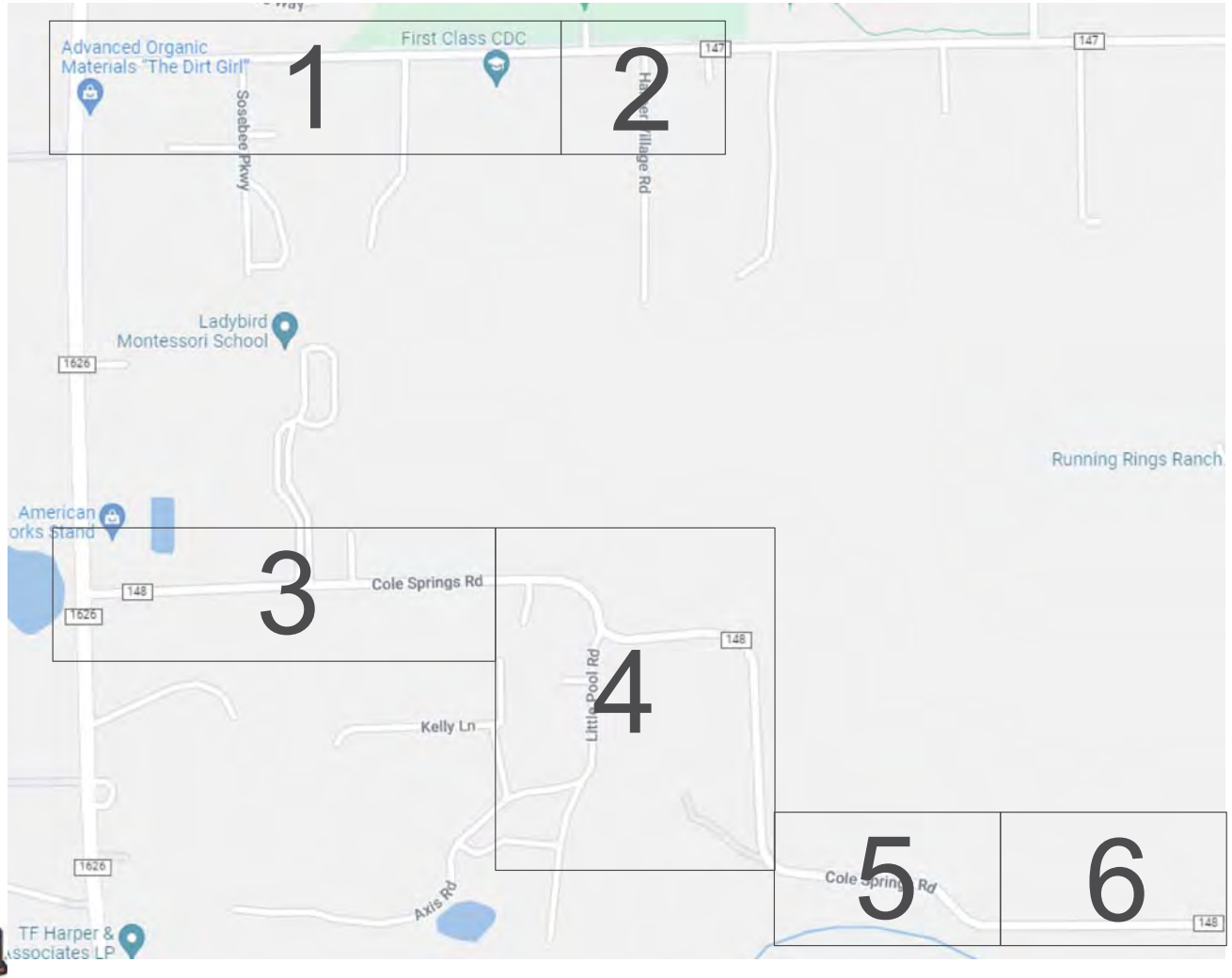
MATERIALS:
- 5,813' OF 1.25" HDPE
- (12) 17"X30" HANDHOLES
- (11) 24"X36" HANDHOLES
- (1) 3'X3' HUB H2003

SHEET INDEX
- CVR-COVER
- 1-2 GENERAL NOTES
- C.O.B. GEN NOTES
- ESC NOTES
- CONTACT SHEET
- TCP
- DTL-DETAIL
- 1-6 CONDUIT DESIGN
- 1 ROAD CROSS SECTION

N

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023 COUNTY	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: CVR



VICINITY MAP - SHEET LAYOUT

PROPOSED WORK LOCATIONS

SHEET 1:
-OLD BLACK COLONY RD

SHEET 2:
-OLD BLACK COLONY RD

SHEET 3:
-COLE SPRINGS RD

SHEET 4:
-COLE SPRINGS RD
-LITTLE POOL RD

SHEET 5:
-COLE SPRINGS RD

SHEET 6:
-COLE SPRINGS RD

Frontier COMMUNICATIONS

JOB ID: 5286698 COUNTY	DATE: 9/13/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: PLAN SHEET

GENERAL NOTES

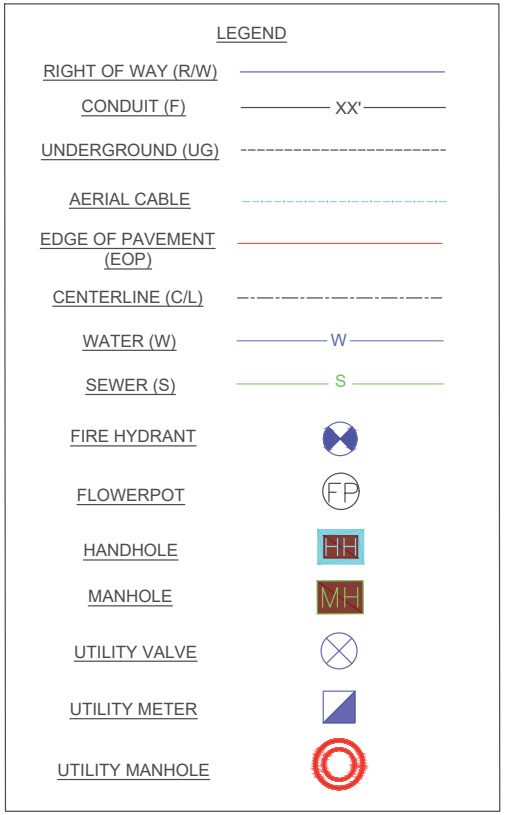
FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

- Contact Frontier Engineer sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
- FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
- CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
- CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
- All conduit risers bends to have a minimum thirty-six (36) inch radius.
- All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
- All conduit must be proven using a mandrel no less than ½” smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
- Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
- Contact MTCS 909-798-4400 at the inspection office for coordination of inspection
- Place temporary conduit cap on end of all conduits terminated outside of a building.
- Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
- Place temporary conduit caps on all exposed conduit ends at end of each work day.
- Minimum separation from other utilities shall be a minimum of 12”. Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12”) of well-packed sand or three inches (3”) of concrete. Minimum cover shall be no less than thirty (30”) inches measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inches (48”) of cover to top of pipe measured at flow line of roadway.
- Frontier will not install cables not contained in conduit.
- Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN ⅜” THICK.
- Provide cable racking and pulling irons as described in attachments.
- Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
- Manholes to be adjusted to final grade as shown on the approved grading plan.
- Actual footages of conduit are needed to order materials.

GENERAL NOTES CONTINUED

GENERAL NOTES :

1. ALL INSTALLATION WILL BE DONE SO BY DIRECTIONAL BORE ONLY AND NO UNNECESSARY PAVE CUTS WILL BE MADE.
2. UTILITIES SHOWN LOCATED BY RECORD MAPS/FIELD OBSERVATIONS. EXACT LOCATIONS TO BE VERIFIED BEFORE CONSTRUCTION BEGINS.
3. ALL PROPOSED FACILITIES SHALL BE PLACED OUTSIDE EDGE OF PAVEMENT.
4. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W), UNLESS STATED OTHERWISE.
5. ALL PARALLEL DUCT WILL REMAIN DISTANCE OF 3FT OR GREATER FROM PRE-EXISTING UTILITIES.
6. ALL UTILITY MEASUREMENTS WILL BE RECORDED AS DISTANCE FROM EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
7. ALL WORK SHALL CONFORM WITH CITY OF BUDA 2017 UNIFIED DEVELOPMENT CODE (THE "UDC") SUBSECTION 4.04.01 FOR "TREE PRESERVATION AND MITIGATION" **WHEN APPLICABLE TO BUILD LOCATION**.



CITY OF BUDA GENERAL CONSTRUCTION NOTES

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF BUDA MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

2. THESE PLANS, PREPARED BY THE CITY OF BUDA DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS HAT MAY NOR OR HEREAFTER BE INCORPORATED INTO THESE PLANS.

3. CONTRACTOR SHALL CONTACT THE CITY OF BUDA'S ENGINEER (512-312-0084) A MINIMUM OF TWO WORKING DAYS IN ADVANCE OF BLOCKING TRAFFIC LANES AND A MINIMUM OF SIX WORKING DAYS IN ADVANCE OF SCHEDULED DETOURING OF TRAFFIC LANES.

4. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR TO ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN BE ISSUED TO CONTRACTOR TO BE OBTAINED AT HIS EXPENSE.

5. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.

6. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS, AND PROJECT ENGINEERING REFERENCE POINT, REESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PUBLIC LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.

7. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES. DUST CONTROL SHALL BE ACHIEVED BY THE APPLICATION OF WATER BY AN APPROVED SPRINKLER IN AMOUNTS SUFFICIENT TO CONTROL THE DUST TO THE SATISFACTION OF THE ENGINEER (NO SEPARATE PAY).

8. BURNING IS NOT ALLOWED ON THIS PROJECT.

9. DEMOLITION PERMITS (IF NEEDED) ARE TO BE OBTAINED BY THE CONTRACTOR.

10. ACQUISITION OF RIGHT OF WAY AND/OR EASEMENT IS THE RESPONSIBILITY OF THE CITY OF BUDA.

11. THE CONTRACTOR IS TO OBTAIN PERMIT PRIOR TO PERFORMING ANY WORK IN THE PUBLIC RIGHT-OF-WAY.

12. CONTRACTOR SHALL REPAIR ALL STREET CROSSINGS, DRIVEWAYS AND DITCHES TO THEIR ORIGINAL CONDITION OR BETTER. STREET CROSSINGS SHALL BE REPAIRED WITHIN 10 WORKING DAYS AFTER CROSSING IS MADE, UNLESS PRIOR APPROVAL IS OBTAINED TO THE CONTRARY.

13. ALL DAMAGE CAUSED DIRECTLY OR INDIRECTLY TO THE STREET SURFACE OR SUBSURFACE OUTSIDE OF THE PAVEMENT CUT AREA SHALL BE REGARDED AS PART OF THE STREET CUT REPAIR. THIS INCLUDES ANY SCRAPES, GOUGES, CUTS, CRACKING, DEPRESSIONS AND/OR ANY OTHER DAMAGE CAUSED BY THE CONTRACTOR DURING THE EXECUTION OF THE WORK. THESE AREAS WILL BE INCLUDED IN THE TOTAL AREA OF REPAIR. THE AREAS OF REPAIR SHALL BE SAW CUT IN STRAIGHT, NEAT LINES PARALLEL TO THE UTILITY TRENCH. ALL REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE AND SHALL MEET ALL CITY TESTING REQUIREMENTS AND SPECIFICATIONS.

14. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATION OF THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. (OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENTS PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 EAST 6TH STREET, ASUTIN, TX.)

15. ALL SITE WORK MUST ALSO COMPLY WITH ENVIRONMENTAL REQUIREMENTS.

16. THROUGHOUT THE CONSTRUCTION, AND AT THE COMPLETION OF THE CONSTRUCTION, THE CONTRACTOR IS TO ENSURE THAT DRAINAGE OF STORM WATER RUNOFF IS NOT BLOCKED.

17. ALL EXCESS EXCAVATED MATERIAL AND SOIL IS TO BECOME PROPERTY OF CONTRACTOR AND TO BE REMOVED FROM SITE. (NO SEPARATE PAY.)

18. ALL CULVERTS REMOVED FROM CONSTRUCTION SHALL BE REPLACED TO ORIGINAL GRADE; ROAD DITCH SHALL BE GRADED TO PROVIDE FOR AN EVEN GRADE AND SECTION BETWEEN EXISTING CULVERTS. ALL CULVERTS SHALL BE CLEAN AND FREE OF DEBRIS DURING AND AFTER CONSTRUCTION.

19. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE CITY OF BUDA AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS AND TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY, WHICH OCCURRED AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL COORDINATE ALL REPAIRS TO PRIVATE PROPERTY WITH THE PROPERTY OWNER. CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER FOR ALL COSTS RELATED TO ANY DAMAGE. THE CITY OF BUDA WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF ANY DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.

CITY OF BUDA EROSION AND SEDIMENTATION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR EXCAVATION).

2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL AS ADOPTED BY THE CITY OF BUDA.

3. TREES DO NOT EXIST WITHIN THE PROJECT LIMITS, AND TREE PROTECTION WILL NOT BE REQUIRED.

4. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CONTRACTOR, DESIGN ENGINEER/PERMIT APPLICANT AND INSPECTOR AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTION MEASURES AND PRIOR TO BEGINNING ANY SITE PREPARATION WORK. THE CONTRACTOR SHALL NOTIFY THE CITY OF BUDA ENGINEERING DEPARTMENT, 312-0084, AT LEAST THREE DAYS PRIOR TO THE MEETING DATE.

5. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE REVIEWING ENGINEER, ENVIRONMENTAL SPECIALIST OR CITY ARBORIST AS APPROPRIATE. MINOR CHANGES TO BE MADE AS FIELD REVISIONS TO THE PLAN MAY BE REQUIRED BY THE INSPECTOR DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES.

6. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR THE MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHED SIX (6) INCHES.

PERMANENT EROSION CONTROL:

1. ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW. A MINIMUM OF FOUR INCHES OF TOPSOIL SHALL BE PLACED IN ALL DRAINAGE CHANNELS (EXCEPT ROCK) AND BETWEEN THE CURB AND RIGHT-OF-WAY LINE.

2. THE SEEDING FOR PERMANENT EROSION CONTROL SHALL BE AS SPECIFIED IN THE CITY OF AUSTIN STANDARD SPECIFICATION 604S, AS ADOPTED BY THE CITY OF BUDA.

DUST CONTROL:

1. DUST CONTROL METHODS ARE REQUIRED AS PER CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL SECTION 1.4.5.D AS ADOPTED BY THE CITY OF BUDA.

CONTACTS

NORTH TEXAS

SR MANAGER: STEPHEN HIGGINS

COORDINATOR: GREG HAMMONS (BLUESTREAK, ERVIN CABLE, FUTURE)
CMIII: CORY WEAVER (FUTURE)
CMIII: BRANDON LEAL (BLUESTREAK, ERVIN CABLE)

SOUTH TEXAS

SR MANAGER: ANDY CRENSHAW

COORDINATOR: JOSH MAY (HOUSLEY-COLLEGE STATION, BRYAN; SDT-AUSTIN; FUTURE-AUSTIN) **(979) 402-7446**
CMIII: JOSEPH JARMUSCH, **(956) 328-6644**

COORDINATOR: STEVE CORTESE (HOUSLEY-SAN ANGELO, BROWNWOOD)
CMIII: MARKUS WATSON

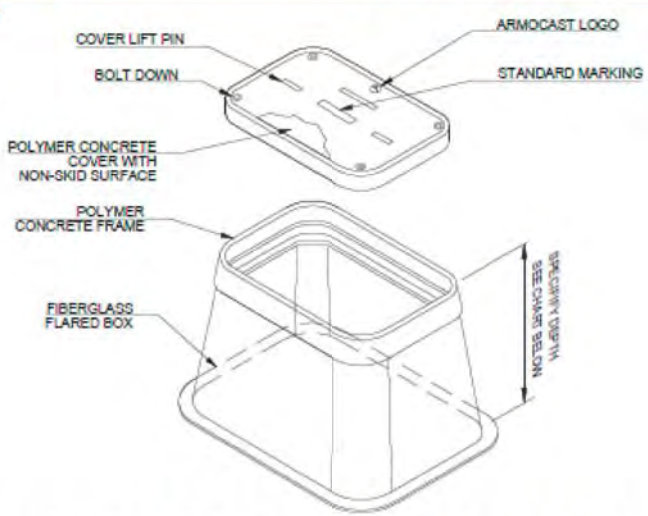
COORDINATOR: EDWARD WILLIAMS (FUTURE-GULF; HP-GULF; SDT-GULF; HOUSLEY-VALLEY)
CMIII: BRADLEY CONNER

24" x 36" FRP FLARED BOX ASSEMBLY

18" to 36" DEPTHS

FIBERGLASS — **ARMORCAST PRODUCTS COMPANY**

A6001974



24"W x 36"L FRP FLARED BOX ASSEMBLIES Specify Depth Below

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. WEIGHT	PALLET QTY.
Box & Cover Assembly	24" x 36" x 18"	10K	8	A6001974AX18	173 lbs.	5
	24" x 36" x 18"	20K	15	A6001974TAX18	242 lbs.	5
Box & Cover Assembly	24" x 36" x 24"	10K	8	A6001974AX24	174 lbs.	5
	24" x 36" x 24"	20K	15	A6001974TAX24	241 lbs.	5
Box & Cover Assembly	24" x 36" x 30"	10K	8	A6001974AX30	207 lbs.	5
	24" x 36" x 30"	20K	15	A6001974TAX30	276 lbs.	5
Box & Cover Assembly	24" x 36" x 36"	10K	8	A6001974AX36	210 lbs.	5
	24" x 36" x 36"	20K	15	A6001974TAX36	280 lbs.	5

COMPONENTS

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. WEIGHT	PALLET QTY.
Replacement Covers	24" x 36"	10K	8	A6001975	95 lbs.	20
	24" x 36"	20K	15	A6001975T	157 lbs.	20
Replacement Boxes	24" x 36" x 18"	10K / 20K	8/15	A6001974X18	78 lbs.	5
	24" x 36" x 24"	10K / 20K	8/15	A6001974X24	79 lbs.	5
	24" x 36" x 30"	10K / 20K	8/15	A6001974X30	112 lbs.	5
	24" x 36" x 36"	10K / 20K	8/15	A6001974X36	115 lbs.	5
Extensions 18" Boxes Only	24" x 36" x 8"	10K / 20K	8/15	A6001974EX8	50 lbs.	5
	24" x 36" x 16"	10K / 20K	8/15	A6001974EX16	62 lbs.	3

- Boxes are Open Bottom.
- For sizes not shown please contact Armorcast Products for more information

www.armorcastprod.com Tel: (818) 982-3600 Fax: (818) 982-7742

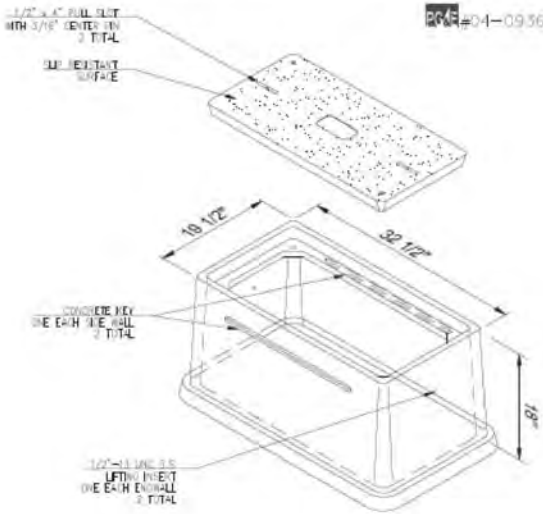
FIBERGLASS BOXES

17x30 HANDHOLE NON-CONCRETE

17"x30"x18"
(INSIDE DIMENSIONS).

PG&E APPROVED, POLYMER CONCRETE FRAME AND NON-SKID COVER FOR STRENGTH. "FRP" FIBERGLASS REINFORCED BODY FOR LIGHT WEIGHT. FLARED AT BASE TO PROVIDE ADDITIONAL WORK SPACE. MEETS ALL REQUIREMENTS OF W.U.C.

PG&E #04-0936



NOMINAL DIMENSIONS	PG&E CODE NO.	DESCRIPTION	APPROX. WT. LBS.
17"x30"x18"	04-0936	BOX AND COVER ASSEMBLY	184
17"x30"x18"	04-0928	BOX ONLY	132
17"x30"x3"	04-0117	3" EXTENSIONS	47
	04-3729	LID ONLY	52

DESIGN LOAD: STATIC DESIGN LOAD OF 8000 LBS OVER A 10" X 10" AREA.

FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

4/28/06
© 2006 Jensen Precast

JENSEN PRECAST

Frontier COMMUNICATIONS

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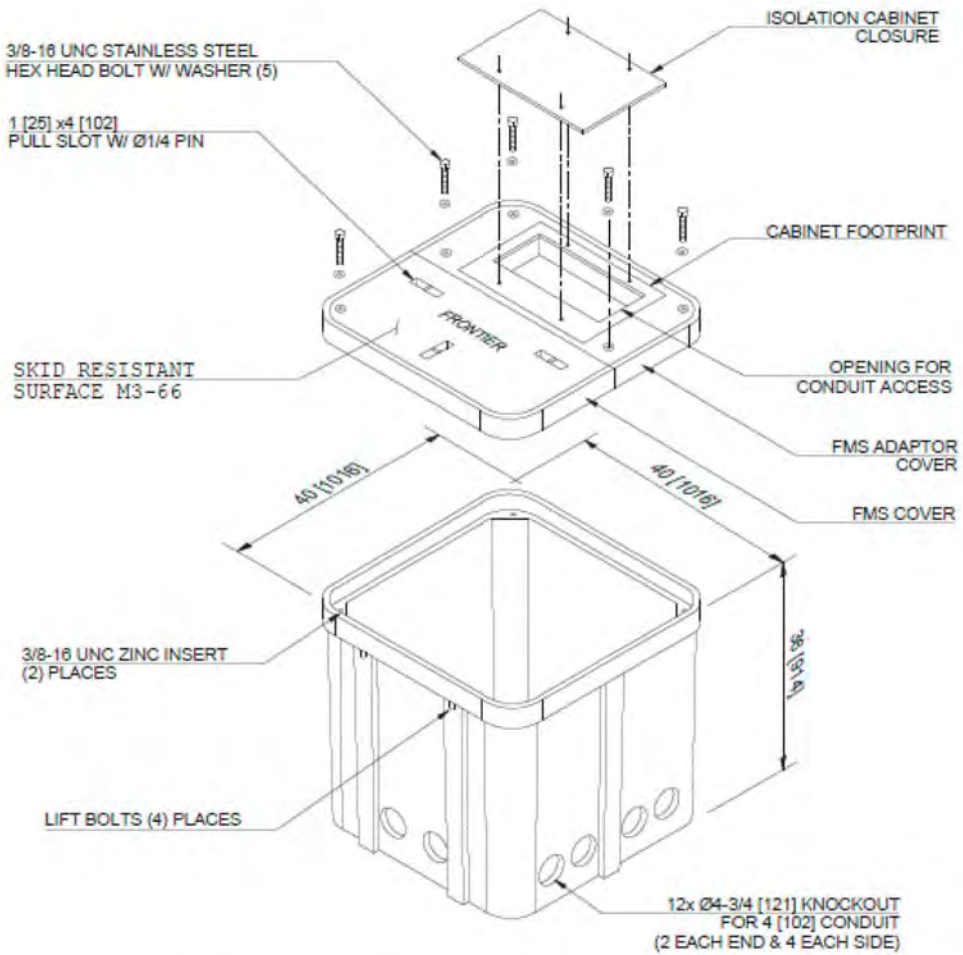
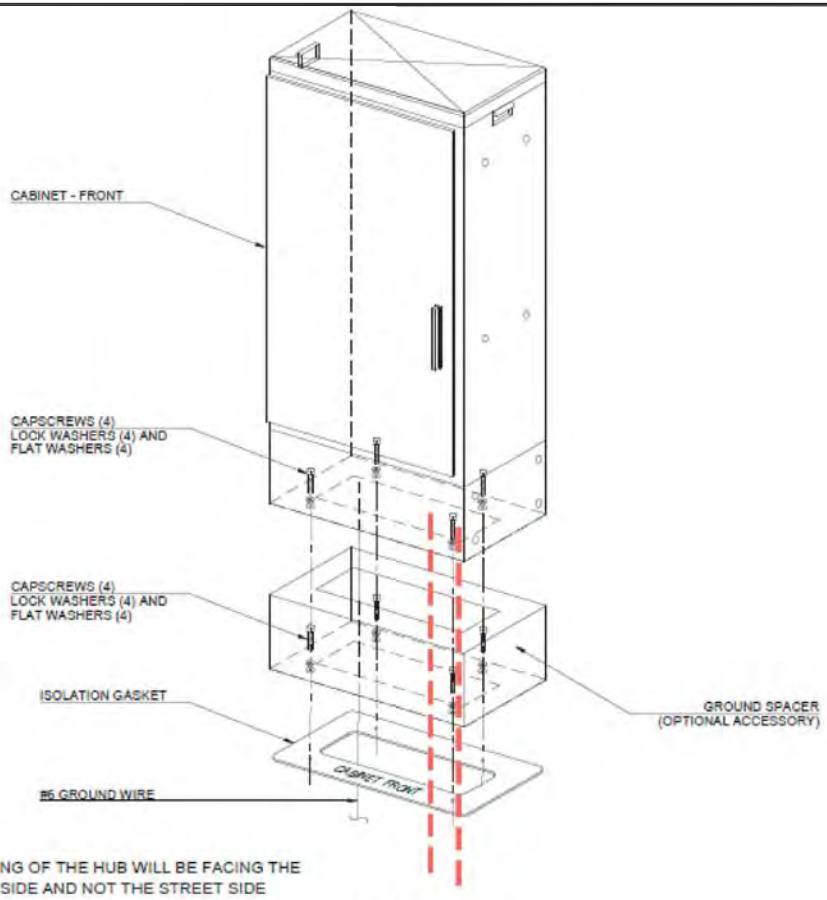
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 1



TYPICAL 3'x3' DISTRIBUTION TUB

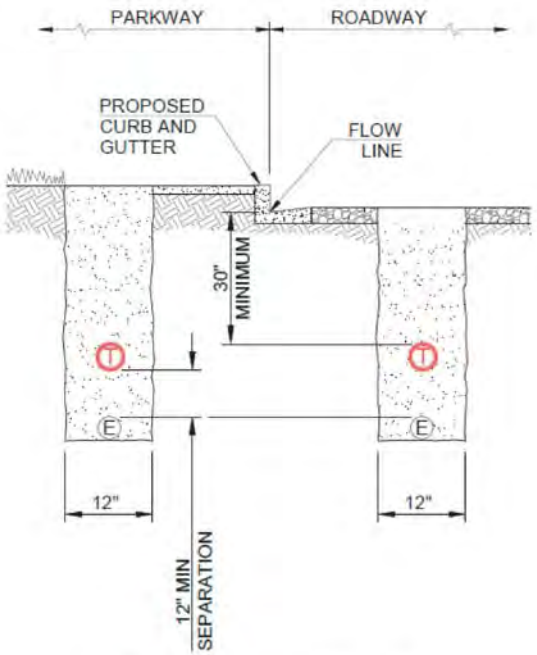


THE OPENING OF THE HUB WILL BE FACING THE SIDEWALK SIDE AND NOT THE STREET SIDE

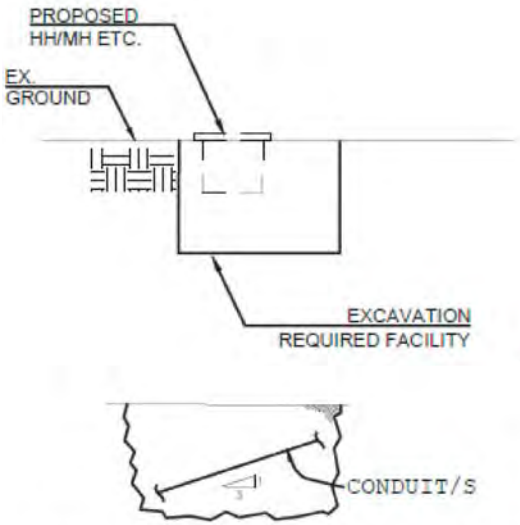
GENERATION III
FIBER DISTRIBUTION HUB

Frontier COMMUNICATIONS

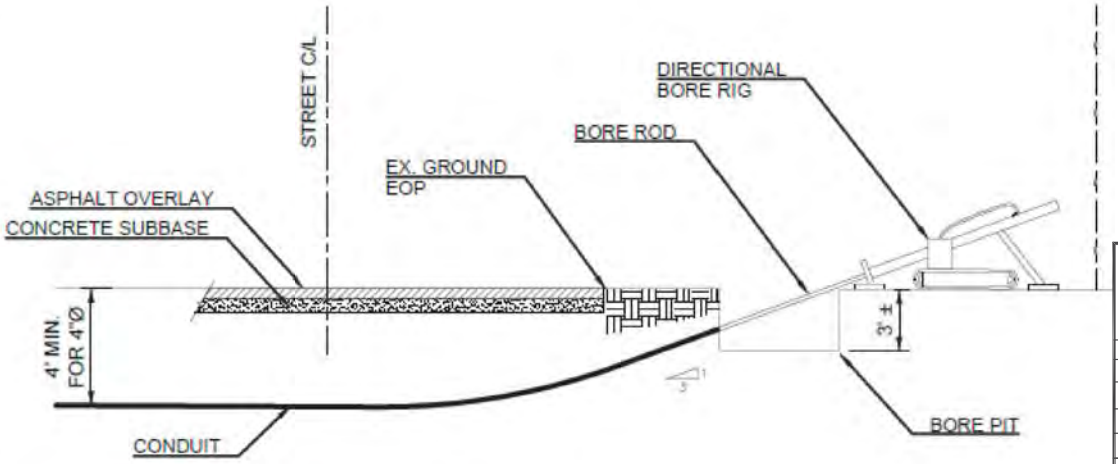
JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #: / SHEET #: DTL 1



PUBLIC R/W TRENCH DETAIL



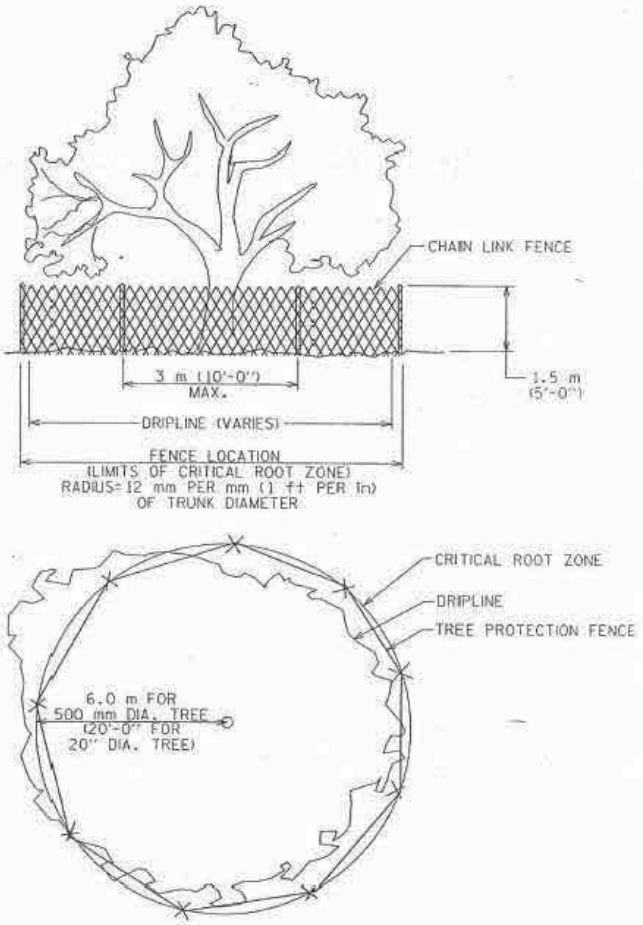
MINIMUM SLOPE 12" FOR BURIED CONDUIT



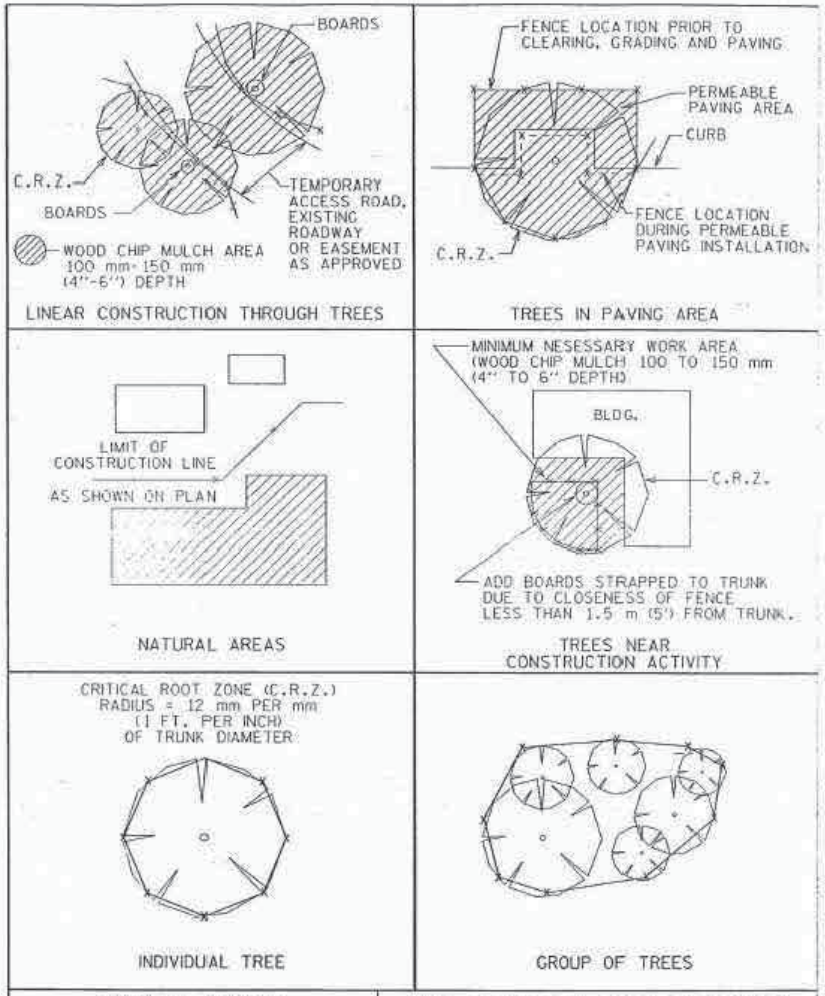
DIRECTIONAL BORE DETAILS

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 2



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROPTECTION FENCE TYPE A - CHAIN LINK	
11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-2



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE LOCATIONS	
11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-1

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/9/22
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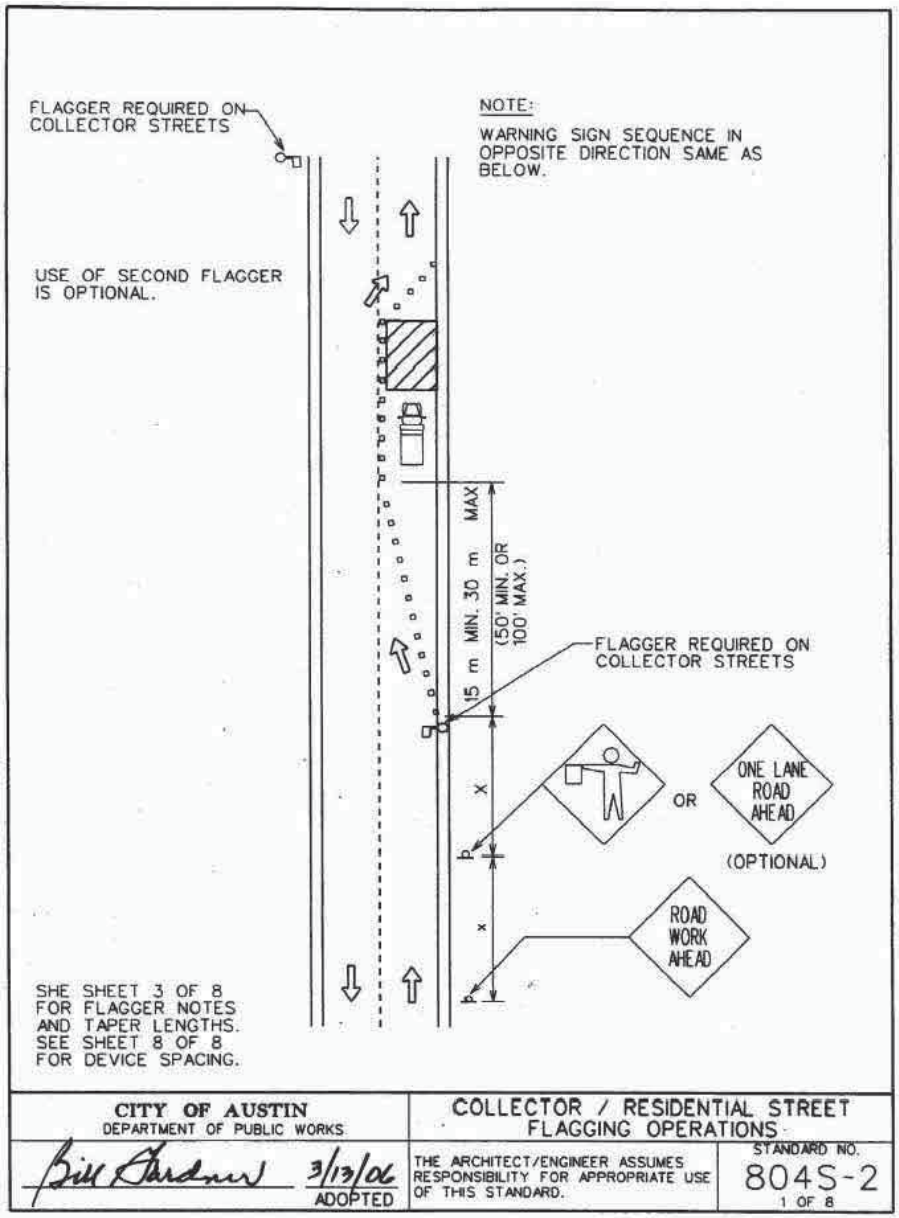
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 3

CITY OF AUSTIN TREE PROTECTION



CITY OF AUSTIN TRAFFIC CONTROL DETAIL

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 4

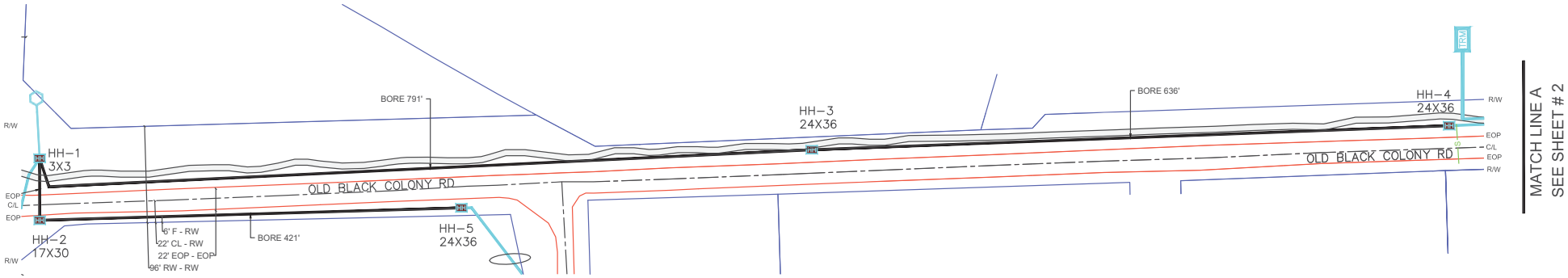
LEGEND

RIGHT OF WAY (R/W)	
CONDUIT (F)	xx
UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
FIRE HYDRANT	
FLOWERPOT	FP
HANDHOLE	HH
MANHOLE	MH
UTILITY VALVE	
UTILITY METER	
UTILITY MANHOLE	

AT HANDHOLE LOCATION 1: DIG BORE PIT, PLACE 3'x3' HANDHOLE

AT HANDHOLE LOCATIONS 3 - 5: DIG BORE PIT, PLACE 24"x36" HANDHOLES

AT HANDHOLE LOCATION 2: DIG BORE PIT, PLACE 17"x30" HANDHOLE



N

SCALE: 1"=100'

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: OLD BLACK COLONY RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: 1

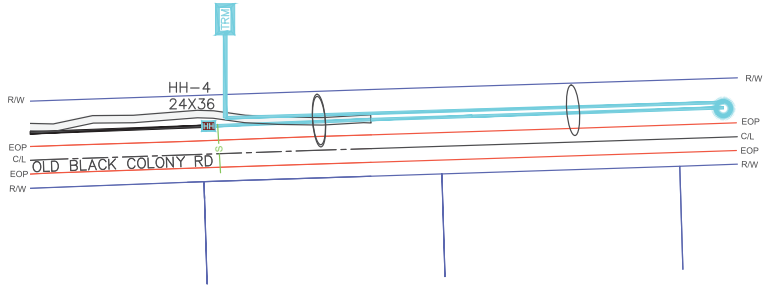
Texas811

LEGEND

RIGHT OF WAY (R/W)	
CONDUIT (F)	xx
UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
FIRE HYDRANT	
FLOWERPOT	FP
HANDHOLE	HH
MANHOLE	MH
UTILITY VALVE	
UTILITY METER	
UTILITY MANHOLE	

AT HANDHOLE LOCATION 4: DIG BORE PIT, PLACE 24"x36" HANDHOLE

MATCH LINE A
SEE SHEET # 1



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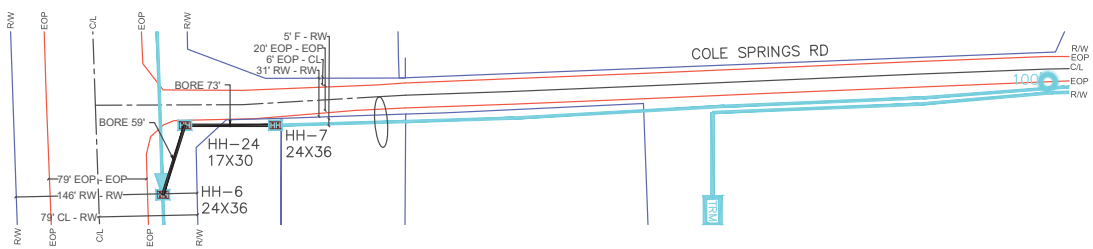
SCALE: 1"=100'

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: OLD BLACK COLONY RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: 1

Texas811



LEGEND

- RIGHT OF WAY (R/W)
- CONDUIT (F)
- UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- FIRE HYDRANT
- FLOWERPOT
- HANDHOLE
- MANHOLE
- UTILITY VALVE
- UTILITY METER
- UTILITY MANHOLE

AT HANDHOLE LOCATIONS 6 & 7: DIG BORE PIT, PLACE 24"x36" HANDHOLES

AT HANDHOLE LOCATION 24: DIG BORE PIT, PLACE 17"x30" HANDHOLES

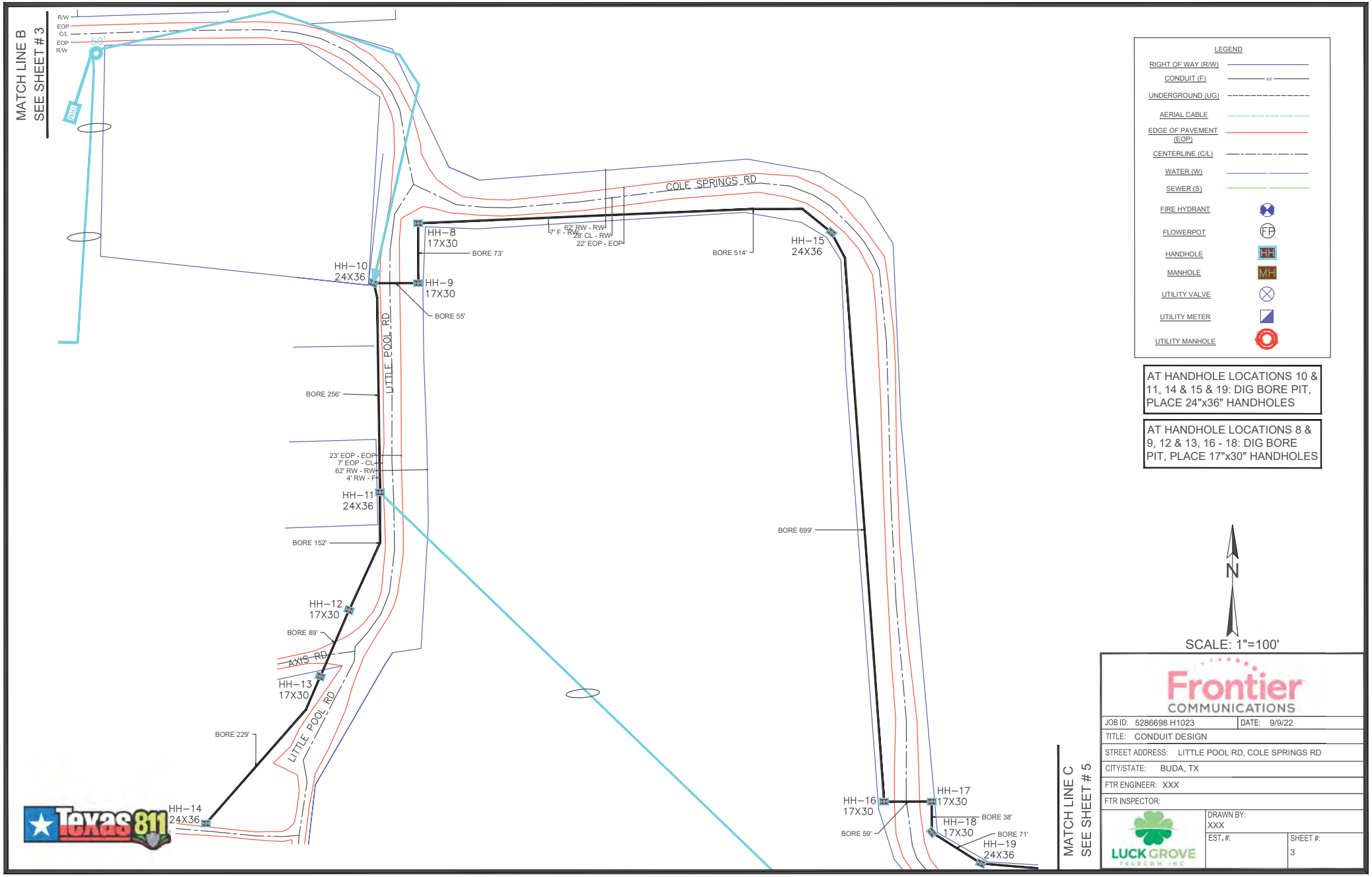
N

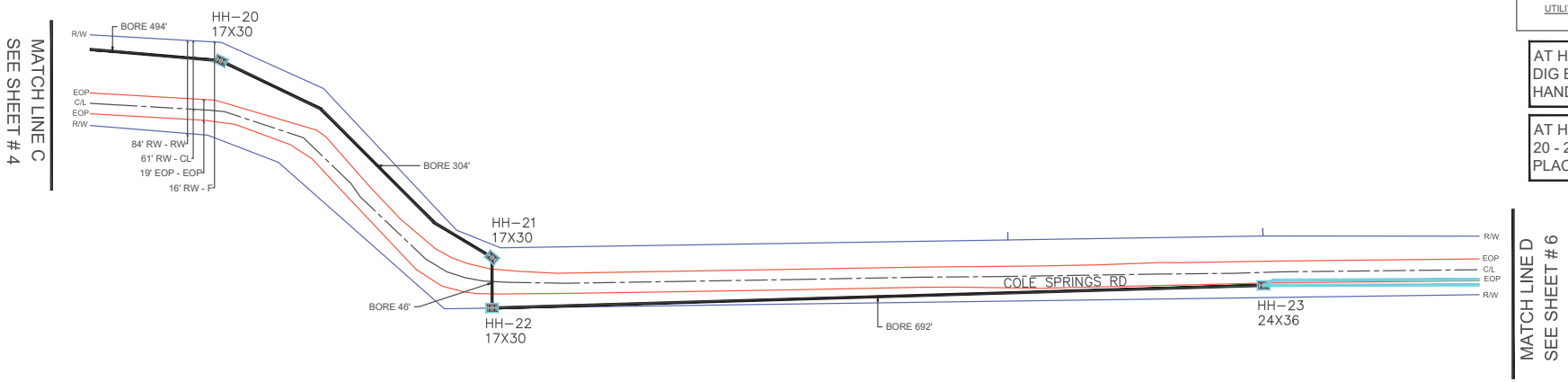
SCALE: 1"=100'

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: S FM 1626	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
	SHEET #: 2

Texas 811


MATCH LINE B
SEE SHEET # 3
R/W
EOP
C/L
EOP
R/W
50'
COLE SPRINGS RD
HH–8
17X30
BORE 73'
62' RW - RW
7' F - RW
26' CL - RW
22' EOP - EOP
BORE 514'
HH–15
24X36
HH–10
24X36
HH–9
17X30
BORE 55'
LITTLE POOL RD
BORE 256'
23' EOP - EOP
7' EOP - CL
62' RW - RW
4' RW - F
HH–11
24X36
BORE 152'
BORE 699'
HH–12
17X30
BORE 89'
AXIS RD
HH–13
17X30
LITTLE POOL RD
BORE 229'
HH–14
24X36
HH–16
17X30
BORE 59'
HH–17
17X30
BORE 38'
HH–18
17X30
BORE 71'
HH–19
24X36
MATCH LINE C
SEE SHEET # 5
LEGEND
RIGHT OF WAY (R/W)
CONDUIT (F)
UNDERGROUND (UG)
AERIAL CABLE
EDGE OF PAVEMENT (EOP)
CENTERLINE (C/L)
WATER (W)
SEWER (S)
FIRE HYDRANT
FLOWERPOT
HANDHOLE
MANHOLE
UTILITY VALVE
UTILITY METER
UTILITY MANHOLE
AT HANDHOLE LOCATIONS 10 & 11, 14 & 15 & 19: DIG BORE PIT, PLACE 24"x36" HANDHOLES
AT HANDHOLE LOCATIONS 8 & 9, 12 & 13, 16 - 18: DIG BORE PIT, PLACE 17"x30" HANDHOLES
N
SCALE: 1"=100'
Frontier COMMUNICATIONS
JOB ID: 5286698 H1023
DATE: 9/9/22
TITLE: CONDUIT DESIGN
STREET ADDRESS: LITTLE POOL RD, COLE SPRINGS RD
CITY/STATE: BUDA, TX
FTR ENGINEER: XXX
FTR INSPECTOR:
DRAWN BY: XXX
EST. #:
SHEET #: 3
LUCK GROVE TELECOM INC
Texas 811



LEGEND

- RIGHT OF WAY (R/W)
- CONDUIT (F)
- UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- FIRE HYDRANT
- FLOWERPOT
- HANDHOLE
- MANHOLE
- UTILITY VALVE
- UTILITY METER
- UTILITY MANHOLE

AT HANDHOLE LOCATION 23: DIG BORE PIT, PLACE 24"x36" HANDHOLE

AT HANDHOLE LOCATIONS 20 - 22: DIG BORE PIT, PLACE 17"x30" HANDHOLES

N

SCALE: 1"=100'

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: COLE SPRINGS RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: 4

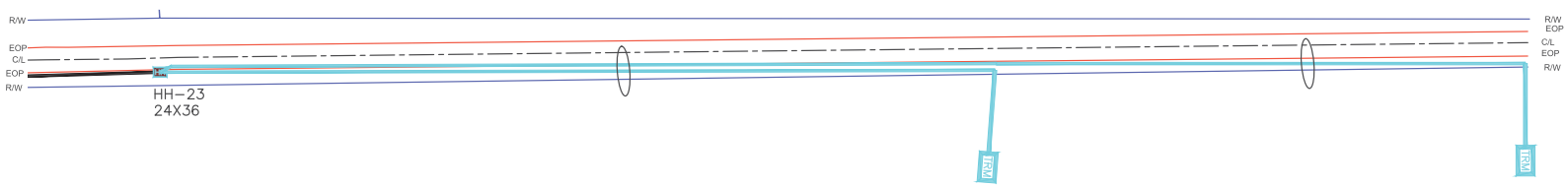
Texas 811

LEGEND

RIGHT OF WAY (R/W)	
CONDUIT (F)	xx
UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
FIRE HYDRANT	
FLOWERPOT	FP
HANDHOLE	HH
MANHOLE	MH
UTILITY VALVE	
UTILITY METER	
UTILITY MANHOLE	

AT HANDHOLE LOCATION 23:
DIG BORE PIT, PLACE 24"x36"
HANDHOLE

MATCH LINE D
SEE SHEET # 5



N

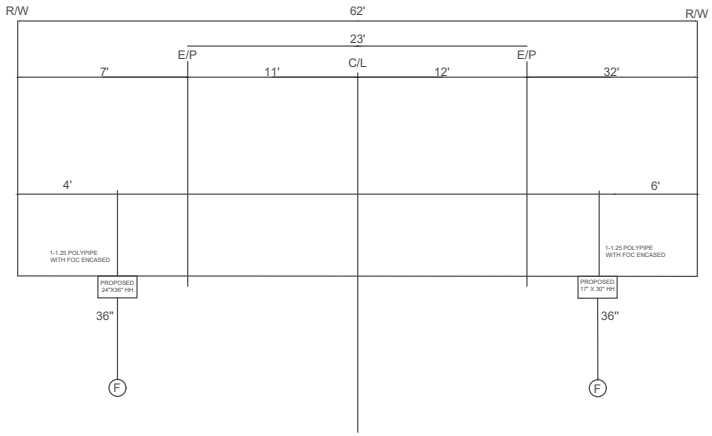
SCALE: 1"=100'

Frontier COMMUNICATIONS

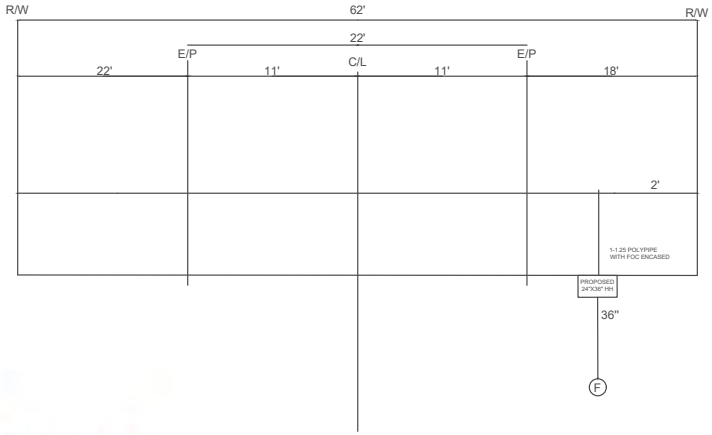
JOB ID: 5286698 H1023	DATE: 9/9/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: COLE SPRINGS RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: 4

Texas 811

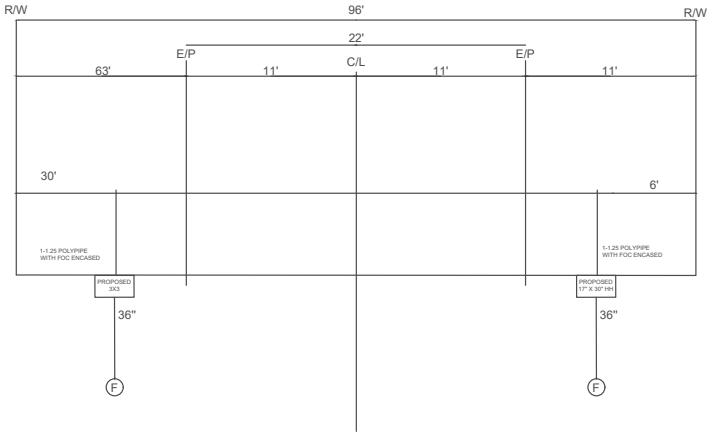
CROSS SECTION
LOOKING SOUTH AT LITTLE POOL RD



CROSS SECTION
LOOKING EAST AT COLE SPRINGS RD



CROSS SECTION
LOOKING EAST AT OLD BLACK COLONY RD



LEGEND

- RIGHT OF WAY (R/W)
- CONDUIT (F)
- UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- FIRE HYDRANT
- FLOWERPOT
- HANDHOLE
- MANHOLE
- UTILITY VALVE
- UTILITY METER
- UTILITY MANHOLE

Frontier COMMUNICATIONS

JOB ID: 5286698 H1023	DATE: 9/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: LITTLE POOL RD, S FM 1626, COLE SPRINGS RD, OLD BLACK COLONY RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: 5

Texas 811

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 10/10/2022 .

Utility Company Information:

Name: LJA ENGINEERING
Address: 2700 LA FRONTERA, SUITE 150 ROUND ROCK TX
Phone: 5127677308
Contact Name: MICHAEL DAUENHAUER

Engineer / Contractor Information:

Name: S&S CABLE
Address: 1900 E HOWARD LANE PFLUGERVILLE TX 78660
Phone: 5127485681
Contact Name: TROY SYLVESTER

Hays County Information:

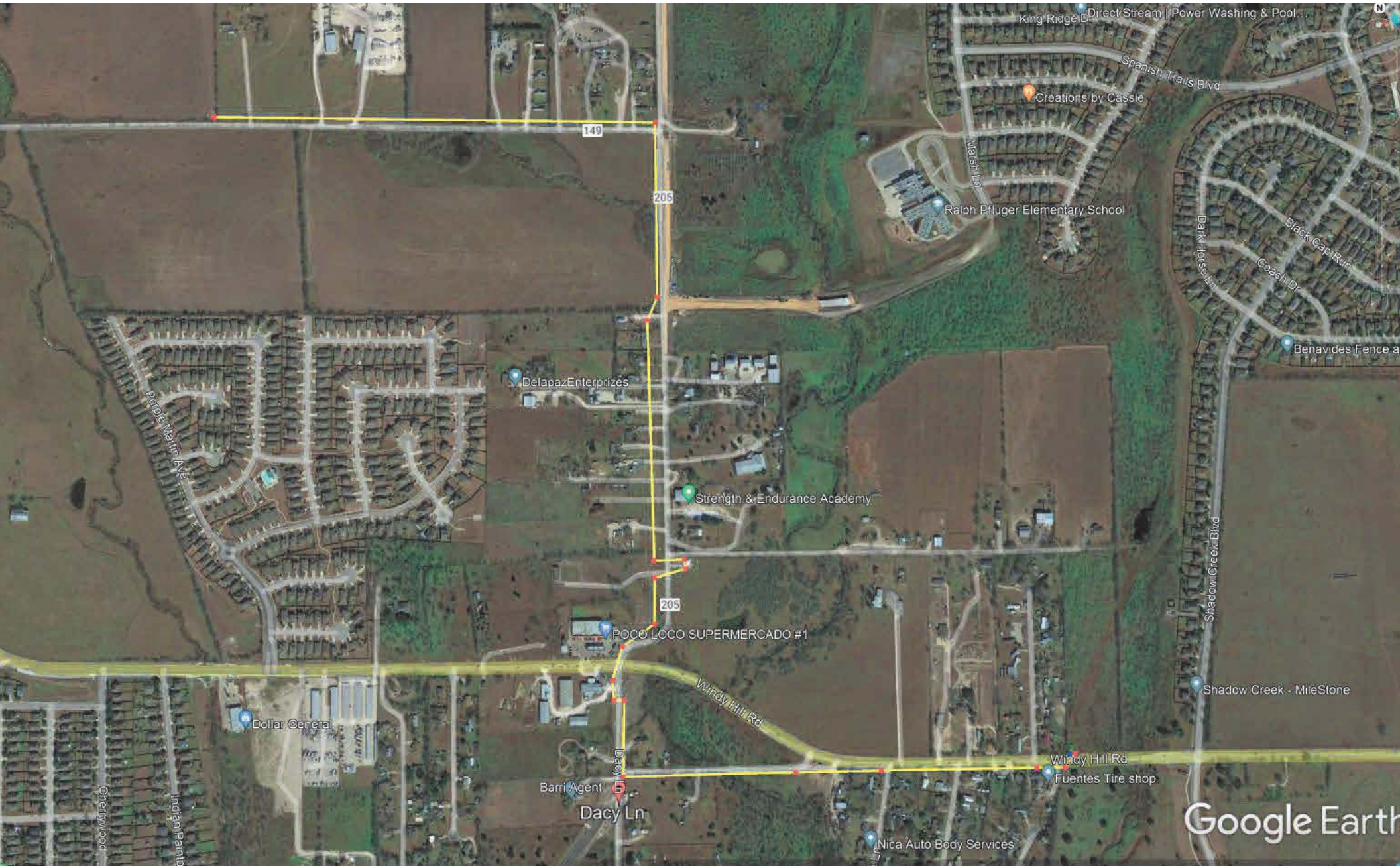
Utility Permit Number: TRN-2022-5381-UTL
Type of Utility Service: 432 fiber
Project Description:
Road Name(s): Kelly Smith Ln (149), Kelly Smith Ln and Dacy Ln (131), Dacy Ln (131), Dacy Ln (131) and Windy Hill RD, Dacy Ln (131) and Andrews crossing, Andrews crossing and Windy Hill RD, Windy Hill RD (131),
Subdivision:
Commissioner Precinct:

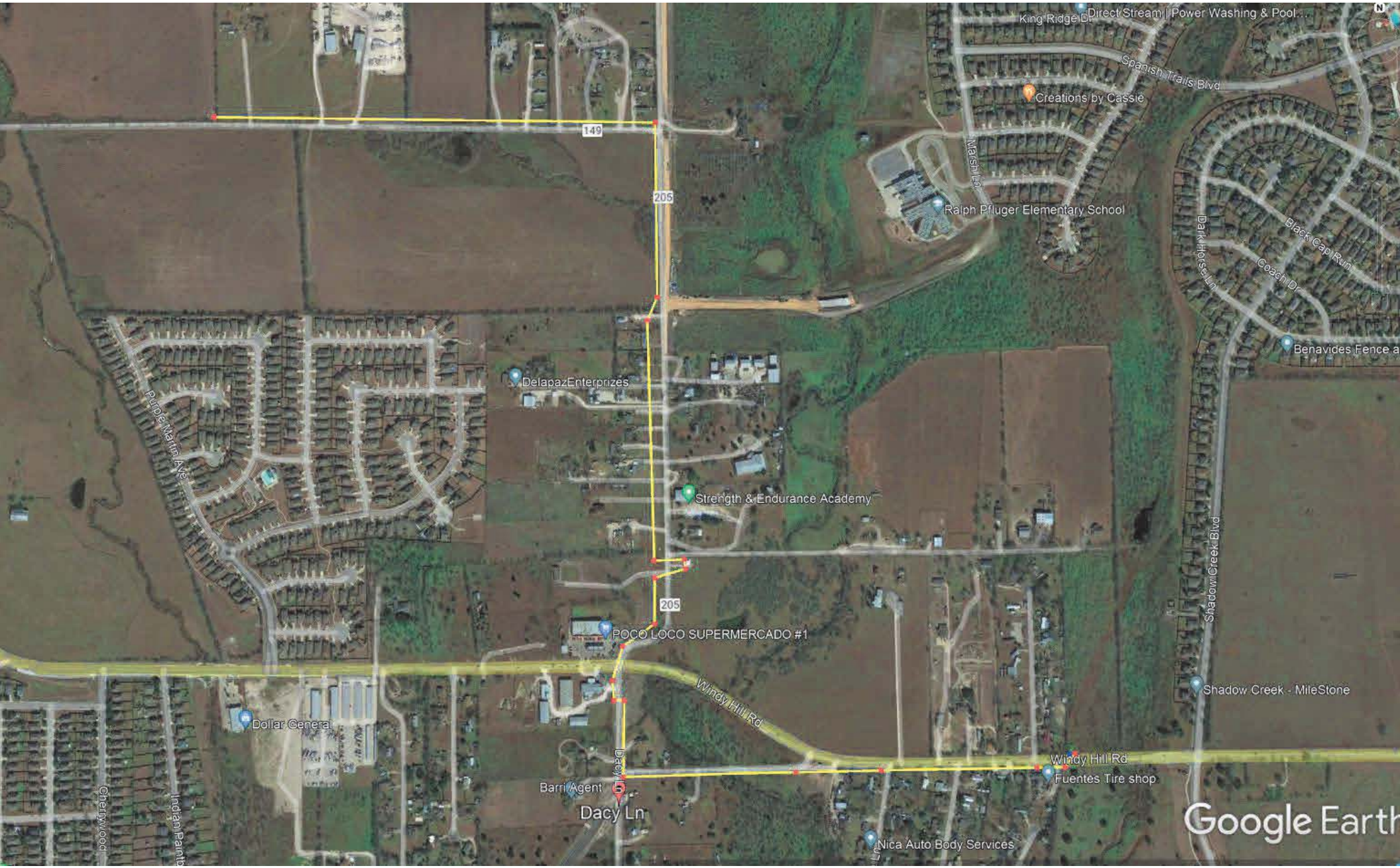
What type of cut(s) will you be using ? ☐ Boring ☐ Trenching ☒ Overhead ☐ N/A

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

10/04/2022

Signature Title Date


King Ridge Dr
Direct Stream | Power Washing & Pool...
Spanish Trails Blvd
Creations by Cassie
149
205
Marsh Ln
Ralph Pfluger Elementary School
Dark Horse Ln
Black Cap Run
Coach Dr
Benavides Fence a
DelapazEnterprizes
Purple Martin Ave
Strength & Endurance Academy
Shadow Creek Blvd
205
POCO LOCO SUPERMERCADO #1
Windy Hill Rd
Shadow Creek - MileStone
Dollar General
Windy Hill Rd
Fuentes Tire shop
Barri Agent
Dacy Ln
Cherrywood
Indian Paintb
Nica Auto Body Services
Google Earth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Barri Agent
Dacy Ln
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Indian Paintb
Nica Auto Body Services
Google Earth

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 .

Utility Company Information:

Name: Charter Communications
Address: 810 Howard Lane Austin TX
Phone: 8302630519
Contact Name: Jesus Gutierrez

Engineer / Contractor Information:

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

Hays County Information:

Utility Permit Number: TRN-2022-5384-UTL
Type of Utility Service:
Project Description:
Road Name(s): Dacy Lane, Andrews Crossings, Windy Hill Rd, , , , ,
Subdivision:
Commissioner Precinct:

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

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

10/04/2022

Signature | Title | Date

SHEET INDEX:

1. PERMIT COVER
2. GENERAL NOTES
3. GENERAL PERMIT TREE PROTECTION AND ENVIRONMENTAL NOTES
4. GENERAL PERMIT EROSION/SEDIMENTATION CONTROL NOTES AND DETAILS
5. ENVIRONMENTAL AND LOC PLAN PROPOSED POLE 1 & 2
6. ENVIRONMENTAL AND LOC PLAN PROPOSED POLE 3
7. PLAN VIEW PROPOSED POLE 1 & 2
8. PLAN VIEW PROPOSED POLE 3
9. TRENCH DETAILS
10. TRAFFIC CONTROL DETAILS

Charter COMMUNICATIONS

CHARTER COMMUNICATIONS
969713
FR – DACY LN PHASE 1
BURIED IMPROVEMENTS

STATE OF TEXAS
STUART COWELL
126674
LICENSED
PROFESSIONAL ENGINEER

9/14/22

LOCATION MAP N.T.S.

PROJECT INFORMATION:

STREET ADDRESS:
3813 DACY LANE
KYLE, TX 78640

OWNER:
JESUS GUTIERREZ
SPECTRUM
810 HOWARD LN
AUSTIN, TX 78753
JESUS.GUTIERREZ1@CHARTER.COM
830-263-0519

CONTACT:
BRENT GURLEY
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
BGURLEY@LJA.COM
512-439-4758

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

2700 LA FRONTERA BLVD, STE 150
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:

ENGINEER OF RECORD 9/14/2022 DATE

PRINTED: 9/14/2022 9:38 AM S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2022\2605-C0016 Dacy Ln Ph2 (3585286)\CAD\UNDERGROUND DESIGN\2605-A3057 FR Dacy Ln Phase 1 (969713) - PP Location Map.dwg SAVED: 9/14/2022 9:37 AM SAVED BY: Mbarrera USER: Marlelo Barrera

GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.

2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.

3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.

4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.

6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.

7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.

8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.

9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.

10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.

11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.

13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.

16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TXDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).

17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.

21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.

22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.

23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.

24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.

25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"

26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.

27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TXDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.

28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.

29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.

30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.

32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.

33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.

36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.

37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.

39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.

40. AUSTIN ENERGY FACILITIES - GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.

41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.

43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

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9/14/22

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LJA Engineering, Inc.
FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY:	MB	SCALE	
DRAWN BY:	MB	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	BY	SHEET:	1 OF 1
PROJECT NO:	2605-A3057	PAGE:	2
DATE:	9/14/2022		

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GENERAL PERMIT PROGRAM (GPP)
STANDARD ENVIRONMENTAL NOTES:

ADDITIONAL AREAS:

1. ANY ADDITIONAL AREAS REQUIRED FOR CONSTRUCTION OF THIS PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR MUST SECURE CITY OF AUSTIN APPROVAL OF PROPOSED ADDITIONAL AREAS PRIOR TO USE. APPROVAL OF "CORRECTION REQUEST" MUST BE SECURED FROM THE GENERAL PERMIT PROGRAM OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT.

2. ALL ASSOCIATED PERMITS AND FEES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

3. IN ORDER TO SECURE APPROVAL FOR USE OF ADDITIONAL AREAS, CONTRACTOR MUST PROVIDE COMPLETE "CORRECTION REQUEST" SUBMITTAL TO GENERAL PERMIT PROGRAM OFFICE AND ALLOW A ONE WEEK COMMENT PERIOD FOR EACH REVIEW. CONTRACTOR SHOULD REQUEST INFORMATION ON THE ELEMENTS REQUIRED TO BE INCLUDED IN THE SUBMITTAL FROM THE OWNER'S REPRESENTATIVE OR THE GENERAL PERMIT PROGRAM OFFICE.

4. CONTRACTOR MUST INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTION FOR ALL SUCH AREAS IN ACCORDANCE WITH THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL AND AS INCLUDED IN THE APPROVED SUBMITTAL OR DIRECTED IN THE FIELD BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE.

5. A SIGNED COPY OF THE PLANS PERMITTED THROUGH THE GENERAL PERMIT PROGRAM MUST BE KEPT ON SITE AND ACCESSIBLE AT ALL TIMES DURING PROJECT CONSTRUCTION.

DEWATERING:

CONTRACTOR IS RESPONSIBLE FOR DEWATERING OF WORK AREA. CONTRACTOR MUST SECURE CITY OF AUSTIN APPROVAL OF PROPOSED DEWATERING PROCEDURES PRIOR TO INSTALLATION OR USE. APPROVAL MUST BE SECURED FROM THE GENERAL PERMIT PROGRAM (GPP) OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT. CONTRACTOR MUST PROVIDE COMPLETE SUBMITTAL TO GPP OFFICE AND ALLOW AN ONE WEEK (MIN.) COMMENT PERIOD FOR EACH REVIEW. CONTACT THE GPP OFFICE FOR SUBMITTAL REQUIREMENTS.

FUEL STORAGE:

FUEL STORAGE IS PROHIBITED ON THIS PROJECT. ADDITIONALLY, THE CONTRACTOR IS REQUIRED TO NOTIFY THE GENERAL PERMIT PROGRAM OFFICE IMMEDIATELY FOLLOWING ANY SPILL OF FUEL OR OTHER TOXIC MATERIAL. CONTRACTOR IS REQUIRED TO FOLLOW-UP WITH WRITTEN DOCUMENTATION, INCLUDING A COMPLETE DESCRIPTION OF THE INCIDENT, MATERIAL SPILLED, AND ACTIONS TAKEN TO CONTAIN AND CLEAN-UP MATERIAL.

FUGITIVE DUST CONTROL:

ALL PROJECTS APPROVED THROUGH THE GENERAL PERMIT PROGRAM (GPP) MUST COMPLY WITH THE CODE OF THE CITY OF AUSTIN AND THE ENVIRONMENTAL CRITERIA MANUAL REQUIREMENTS TO CONTROL AIRBORNE DUST. COMPLIANCE IS REQUIRED FOR ENTIRE PROJECT SITE AS WELL AS ASSOCIATED OPERATIONS. CONTACT THE GPP OFFICE FOR RECOMMENDED CONTROL METHODS.

SPOILS STORAGE:

NO SPOILS STORAGE IS ALLOWED WITHIN A CRITICAL WATER QUALITY ZONE, A 100-YEAR FLOODPLAIN, OR ON A SLOPE WITH A GRADIENT OF MORE THAN 15 PERCENT.

E/S CONTROLS FOR BORE / RECEIVING PIT LOCATIONS:

TEMPORARY E/S CONTROLS MUST SURROUND THE ENTIRETY OF BORING OPERATIONS, INCLUDING PIT, EQUIPMENT, ETC. FOR LOCATIONS WITHIN IMPERVIOUS AREAS, TEMPORARY CONTROL WILL BE TRIANGULAR FILTER DIKE (COA STANDARD DETAIL #628S). DIKE FLAP WILL BE CONTINUOUSLY WEIGHTED DOWN THROUGH THE USE OF 1" BY 4" WOOD STRIPS NAILED TO THE PAVEMENT, EXCEPT FOR THE ACCESS POINT. PLACEMENT OF TEMPORARY E/S CONTROLS ACROSS ACCESS POINT WILL BE REQUIRED WHENEVER THE SITE IS NOT ACTIVELY USED. FOR LOCATIONS WITHIN PERVIOUS AREAS, TEMPORARY CONTROL WILL BE SILT FENCE (COA STANDARD DETAIL #642S-1) OR MULCH SOCKS (COA STANDARD DETAIL #648S-1), AS INDICATED ON APPROVED PLANS.

SOIL RETENTION BLANKET:

UNLESS OTHERWISE INDICATED IN THE PROJECT DOCUMENTS, INSTALLATION OF SOIL RETENTION BLANKET WILL BE REQUIRED FOR ALL IMPACTED SLOPES GREATER THAN 3:1 AND ALL IMPACTED AREAS WITHIN DRAINAGE CONVEYANCES. (CITY OF AUSTIN STANDARD SPECIFICATION ITEM 605S) SOIL RETENTION BLANKET SUBMITTAL MUST BE APPROVED BY PROJECT ENGINEER AND GENERAL PERMIT PROGRAM (GPP) REPRESENTATIVE PRIOR TO USE AND MUST INCLUDE PRODUCT AND INSTALLATION DETAILS PROVIDED BY MANUFACTURER. FINISH GRADING MUST BE INSPECTED AND APPROVED BY GPP INSPECTOR PRIOR TO BLANKET INSTALLATION. INSTALLATION MUST BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND MUST BE INSPECTED AND APPROVED BY GPP REPRESENTATIVE PRIOR TO ACCEPTANCE.

SOD INSTALLATION:

REVEGETATION WITHIN MANAGED TURF AREAS MUST BE ACCOMPLISHED THROUGH THE INSTALLATION OF SOLID BLOCK GRASS SOD. SOD TYPE MUST MATCH ADJACENT GRASS TYPE. QUESTIONS REGARDING SOD TYPE WILL BE RESOLVED BY THE GENERAL PROGRAM PERMIT REPRESENTATIVE. REFER TO CITY OF AUSTIN STANDARD SPECIFICATION ITEM NO. 602S: SODDING FOR EROSION CONTROL, UNLESS OTHERWISE NOTED ON THE APPROVED PLANS.

TxDOT RIGHTS-OF-WAY:

TOPSOIL (TxDOT ITEM NO. 160), SOIL RETENTION BLANKET (TxDOT ITEM NO. 169), AND REVEGETATION (TxDOT ITEM NO. 164) INSTALLED WITHIN TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) RIGHT-OF-WAY SHALL COMPLY WITH "REQUIREMENTS FOR INSTALLATION OF UTILITIES WITHIN THE STATE RIGHT-OF-WAY, AUSTIN DISTRICT".

PROJECT SEQUENCE:
(REFER TO FULL PLAN SET FOR PROJECT-SPECIFIC ADDITIONS, IF APPLICABLE.)

PRIOR TO CONSTRUCTION:

1. SECURE APPLICABLE COA PERMITS, INCLUDING APPROVAL UNDER GENERAL PERMIT PROGRAM AND RIGHT-OF-WAY EXCAVATION PERMIT.

2. NOTIFY GENERAL PERMIT PROGRAM REPRESENTATIVE PRIOR TO PLACEMENT OF E/S CONTROLS AND TREE PROTECTION FENCING. ALL PROPOSED PHASING OF CONTROLS MUST BE SUBMITTED TO AND APPROVED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE PRIOR TO THE FIELD PRE-CONSTRUCTION CONFERENCE.

3. NOTIFY COA TEMPORARY TRAFFIC CONTROL REPRESENTATIVE PRIOR TO PLACEMENT OF TEMPORARY TRAFFIC CONTROLS. ALL PROPOSED PHASING OF CONTROLS MUST BE INDICATED ON APPROVED TEMPORARY TRAFFIC CONTROL PLAN AND SEALED BY PROFESSIONAL ENGINEER.

4. PLACE TEMPORARY E/S CONTROLS AND TREE PROTECTION FENCING PRIOR TO BEGINNING ANY EXCAVATION. INSTALL C.I.P. SIGN, IF APPLICABLE.

5. HOLD ENVIRONMENTAL PRE-CONSTRUCTION CONFERENCE ON SITE WITH THE CONTRACTOR, OWNER'S REPRESENTATIVE, AND GENERAL PERMIT PROGRAM REPRESENTATIVE AFTER INSTALLATION OF E/S CONTROLS AND TREE PROTECTION FENCING AND PRIOR TO ANY TRENCHING OPERATIONS.

6. PLACE TEMPORARY TRAFFIC CONTROL DEVICES.

PROJECT CONSTRUCTION:

1. BEGIN CONSTRUCTION. NOTIFY GENERAL PERMIT PROGRAM REPRESENTATIVE A MINIMUM OF 48 HOURS IN ADVANCE OF TRANSITION BETWEEN PHASES.

2. CONTACT GENERAL PERMIT OFFICE TO SCHEDULE FIELD INSPECTION PRIOR TO BEGINNING INSTALLATION OF PERMANENT E/S CONTROLS.

3. COMPLETE RESTORATION OF ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES FOR THIS PROJECT. (PERMANENT E/S CONTROLS)

4. REMOVE TEMPORARY TRAFFIC CONTROL DEVICES RELATED TO WORK AREAS OUTSIDE OF THE STREET.

5. HOLD ENVIRONMENTAL POST-CONSTRUCTION CONFERENCE ON SITE WITH THE CONTRACTOR, OWNER'S REPRESENTATIVE, AND GENERAL PERMIT PROGRAM REPRESENTATIVE. ALL PERMANENT E/S CONTROLS MUST BE ACCEPTED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE. PERMANENT CONTROLS SHALL CONSIST OF REVEGETATION PER DETAILS 602, 604S, AND 609S AS INDICATED ON APPROVED PLANS.

6. FOLLOWING FINAL ACCEPTANCE OF PERMANENT E/S CONTROLS BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE, REMOVE TEMPORARY E/S CONTROLS. CLEAN EXISTING STORM DRAINAGE SYSTEMS AS NECESSARY DUE TO CONSTRUCTION OPERATIONS.

7. DRESS-UP AND RESTORE ANY AREAS DISTURBED BY REMOVAL OF TEMPORARY E/S CONTROLS DESCRIBED ABOVE.

REQUIRED SUBMITTALS:

SUBMITTALS REQUIRED TO BE APPROVED BY GENERAL PERMIT PROGRAM REPRESENTATIVE INCLUDE: SUBMITTALS TRIGGERED BY CITY OF AUSTIN SERIES 600 SPECIFICATIONS AND RELATED SPECIAL PROVISIONS/SPECIFICATIONS, CONSTRUCTION SCHEDULE, TREE PROTECTION, P-6 AND OTHER ROOT ZONE PROTECTION/MITIGATION MEASURES, DEWATERING PLAN, WATERING SCHEDULE FOR REVEGETATION AREAS, AND ANY VEGETATIVE REPLACEMENT PROPOSALS, IF NOT ALREADY PART OF THE PERMITTED PLAN SET.

CITY OF AUSTIN – STANDARD NOTES TREE AND NATURAL AREA PROTECTION (MODIFIED FOR USE ON GENERAL PERMIT PROJECTS)

1. ALL TREES AND NATURAL AREAS SHOWN ON PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY MEASURES.

2. PROTECTIVE MEASURES SHALL BE INSTALLED ACCORDING TO CITY OF AUSTIN STANDARDS FOR TREE PROTECTION.

3. PROTECTIVE MEASURES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING), AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE PROJECT.

4. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP, COMPACTION OR CUTTING OF CRITICAL ROOT ZONE WITHIN TREE DRIP LINES.

5. TREE PROTECTION SHALL COMPLETELY SURROUND THE TREES OR GROUP OF TREES AND WILL BE LOCATED AT THE OUTERMOST LIMIT OF BRANCHES (DRIP LINE). FOR NATURAL AREAS, PROTECTIVE MEASURES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:

   A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS;

   B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6 INCHES CUT OR FILL) OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE GENERAL PERMIT PROGRAM OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT;

   C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT;

   D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.

6. EXCEPTIONS TO INSTALLING PROTECTIVE FENCES AT CRITICAL ROOT ZONES MAY BE PERMITTED IN THE FOLLOWING CASES:

   A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT, ERECT THE FENCE APPROXIMATELY 2 FEET BEYOND THE AREA DISTURBED;

   B. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA

   C. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING

   D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS, CONTACT THE GENERAL PERMIT PROGRAM OFFICE AT 974-6330 TO DISCUSS ALTERNATIVES.

SPECIAL NOTE: FOR THE PROTECTION OF NATURAL AREAS, NO EXCEPTIONS TO INSTALLING FENCES AT THE LIMIT OF CONSTRUCTION LINE WILL BE PERMITTED.

WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE 5 FEET OR CLOSER TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING.

7. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES, THOSE AREAS SHOULD BE COVERED WITH 12 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION DURING CONSTRUCTION. FILTER FABRIC UNDERLAYMENT MAY BE REQUIRED AT DIRECTION OF GENERAL PERMIT PROGRAM REPRESENTATIVE BASED ON SITE CONDITIONS AND CONSTRUCTION ACTIVITIES. MAXIMUM FOUR (4) INCHES DEPTH MAY BE LEFT IN PLACE AFTER CONSTRUCTION WITH APPROVAL FROM THE GENERAL PERMIT PROGRAM REPRESENTATIVE.

8. ALL GRADING WITHIN PROTECTED ROOT ZONE AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCES TO 2 FEET BEHIND THE GRADE CHANGE AREA.

9. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.

10. PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINES, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE DAMAGE TO REMAINING ROOTS.

11. TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.

12. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.

13. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIPLINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.

14. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS. SEE NOTE THREE (3) OF SUPPLEMENTAL TREE PROTECTION NOTES FOR ADDITIONAL REQUIREMENTS.

15. ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AVAILABLE ON REQUEST FROM THE GENERAL PERMIT PROGRAM OFFICE).

16. DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NONCOMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.

17. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.

SUPPLEMENTAL TREE PROTECTION NOTES

1. ALL TREE PROTECTION MUST COMPLY WITH CITY OF AUSTIN REQUIREMENTS AS OUTLINED IN THE ENVIRONMENTAL CRITERIA MANUAL AND AS INDICATED BY STANDARD COA NOTES AND DETAILS INCLUDED WITHIN THIS DOCUMENT SET. CONTRACTOR SHALL INSTALL PROTECTION PRIOR TO PRE-CONSTRUCTION CONFERENCE, MAKE ADJUSTMENTS TO PROTECTION AS DIRECTED BY THE GPP REPRESENTATIVE, AND MAINTAIN PROTECTION UNTIL PROJECT IS COMPLETE.

2. TYPE AND LOCATION OF ALL TREE PROTECTION MUST BE APPROVED IN THE FIELD BY THE GENERAL PERMIT PROGRAM (GPP) REPRESENTATIVE PRIOR TO CONSTRUCTION.

3. WALK-THROUGH: CONTRACTOR SHALL CONDUCT WALK-THROUGH MEETING WITH GENERAL PERMIT PROGRAM REPRESENTATIVE PRIOR TO PERFORMING ANY PRUNING ACTIVITIES ON TREES IN PROJECT AREA. PURPOSE OF WALK-THROUGH WILL BE TWOFOLD. ONE PURPOSE WILL BE TO DETERMINE THE MINIMUM AMOUNT OF PRUNING NECESSARY TO ALLOW CONSTRUCTION WORK TO BE COMPLETED. SECOND PURPOSE WILL BE TO DETERMINE AREAS OF PROJECT IN WHICH EXHAUST DIVERTERS WILL BE REQUIRED ON CONSTRUCTION EQUIPMENT TO PREVENT SCORCHING OF EXISTING TREES.

4. ALL PRUNING MUST BE PERFORMED IN ACCORDANCE WITH ANSI A300 (PART 1) – 2001 AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS (PRUNING), OR LATEST APPROVED VERSION. THIS DOCUMENT MAY BE OBTAINED ONLINE FOR A FEE AT WWW.ANSI.ORG.

5. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS. TO PREVENT BARK TEARS, THE WEIGHT OF THE BRANCH SHALL BE REMOVED BEFORE MAKING FINAL PRUNING CUT.

6. ALL PRUNING SHALL PRESERVE THE NATURAL CHARACTER OF THE TREE.

7. ONLY COLLAR CUTS ARE ACCEPTABLE. NO FLUSH CUTS OR STUB CUTS WILL BE ALLOWED.

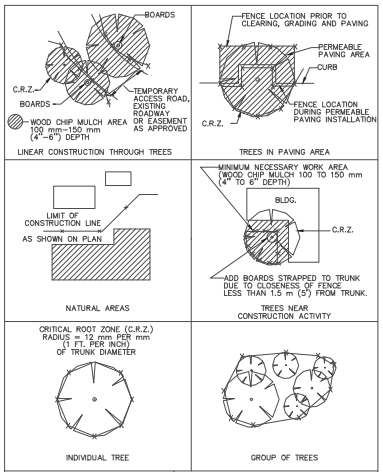
8. ALL BRANCHES THAT ARE BROKEN OR DAMAGED DURING CONSTRUCTION SHALL BE REMOVED.

9. PRUNING CUTS OR DAMAGED AREAS ON AN OAK TREE SHALL BE PAINTED WITHIN FIVE MINUTES WITH A STANDARD TREE WOUND DRESSING. TREE WOUND DRESSING SHALL BE EITHER TREEKOTE AEROSOL OR TANGLEFOOT PRUNING SEALER (OR APPROVED EQUAL). THIS ALSO APPLIES TO WOUNDS CREATED BY CONSTRUCTION VEHICLES OR EQUIPMENT. ALL PRUNING MUST BE IN ACCORDANCE WITH COA OAK WILT PREVENTION POLICY.

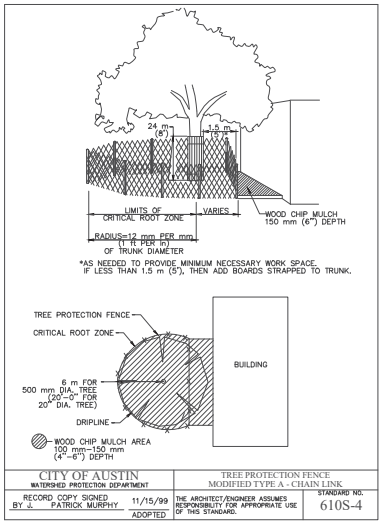
10. ANY TREE ROOTS THAT ARE EXPOSED, CUT, OR TORN DURING CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SURROUNDING SOIL. (REFER ALSO TO NUMBER 9 OF THE TREE AND NATURAL AREA PROTECTION NOTES INCLUDED IN THIS PLAN SET.)

11. ALL TRENCHING WITHIN THE CRITICAL ROOT ZONE OF A TREE TO BE PRESERVED WILL BE SAW CUT OR EXCAVATED BY HAND, AS APPROVED BY THE GENERAL PERMIT PROGRAM ARBORIST.

12. REFER TO ENVIRONMENTAL CRITERIA MANUAL APPENDIX P-6 FOR FURTHER REMEDIAL TREE CARE REQUIREMENTS. P-6 REMEDIAL TREE CARE WILL BE COORDINATED WITH AND APPROVED BY THE GENERAL PERMIT PROGRAM ARBORIST FOR PROJECTS PERMITTED THROUGH THE GENERAL PERMIT PROGRAM.



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		TREE PROTECTION FENCE LOCATIONS	
RECORD COPY SIGNED BY J. PATRICK MURPHY	11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-1



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		TREE PROTECTION FENCE MODIFIED TYPE A - CHAIN LINK	
RECORD COPY SIGNED BY J. PATRICK MURPHY	11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-4

GENERAL PERMIT OFFICE
TREE PROTECTION
AND ENVIRONMENTAL NOTES
CITY OF AUSTIN STANDARD NOTES AND DETAILS

NO.	BY:	DATE:	REVISIONS	REMARKS

SHEET INFORMATION
DATE 9/14/2022
SHEET 1 OF 3
CAD REF. NO. GP-TP
DWG NO. 3

PRINTED: 9/14/2022 9:38 AM S:\Sections\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2022\2605-C0016 Dacy Ln Ph2 (3585286)\CADD\UNDERGROUND DESIGN\2605-A3057 FR Dacy Ln Phase 1 (969713) - PP Location Map.dwg SAVED: 9/14/2022 9:37 AM SAVED BY: Mbarrera USER: Marlelis Barrera

CITY OF AUSTIN – STANDARD NOTES
EROSION AND SEDIMENTATION CONTROL
(MODIFIED FOR USE ON GENERAL PERMIT PROJECTS)

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR EXCAVATION).

2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE ENVIRONMENTAL CRITERIA MANUAL AND THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.

3. THE PLACEMENT OF TREE/NATURAL AREA PROTECTIVE FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD NOTES FOR TREE AND NATURAL AREA PROTECTION AND THE APPROVED GRADING/TREE AND NATURAL AREA PLAN.

4. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD ON-SITE WITH THE CONTRACTOR, DESIGN ENGINEER, PERMIT APPLICANT, AND GENERAL PERMIT PROGRAM REPRESENTATIVE AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS AND THE TREE/NATURAL AREA PROTECTION MEASURES AND PRIOR TO BEGINNING ANY SITE PREPARATION WORK. THE CONTRACTOR SHALL NOTIFY THE GENERAL PERMIT PROGRAM OFFICE AT 512/974-6330, AT LEAST 3 DAYS PRIOR TO THE MEETING DATE.

5. ANY SIGNIFICANT VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS MUST BE APPROVED BY THE REVIEWING ENGINEER AND THE GENERAL PERMIT PROGRAM REPRESENTATIVE.

6. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT DAILY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES. SILT ACCUMULATION AT INLET DEVICES SHOULD BE REMOVED WHEN THE DEPTH REACHES TWO (2) INCHES.

7. PRIOR TO FINAL ACCEPTANCE BY THE CITY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED OF IN APPROVED SPOIL DISPOSAL SITES.

8. ALL WORK MUST STOP IF A VOID IN THE ROCK SUBSTRATE IS DISCOVERED WHICH IS ONE SQUARE FOOT OR LARGER IN TOTAL AREA, BLOWS AIR FROM WITHIN THE SUBSTRATE, AND/OR CONSISTENTLY RECEIVES WATER DURING ANY RAIN EVENT. AT THIS TIME, IT IS THE RESPONSIBILITY OF THE PROJECT MANAGER TO IMMEDIATELY CONTACT THE GENERAL PERMIT PROGRAM REPRESENTATIVE FOR FURTHER INVESTIGATION.

9. FIELD REVISIONS TO THE EROSION/SEDIMENTATION CONTROL PLAN MAY BE REQUIRED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES. ANY REVISIONS TO THE PERMITTED PLAN MUST BE APPROVED BY THE GENERAL PERMIT PROGRAM OFFICE OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT.

10. PERMANENT EROSION/SEDIMENTATION CONTROL: ALL DISTURBED AREAS SHALL BE RESTORED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. WHERE THE CRITERIA MANUAL AND CONTRACT DOCUMENTS DIFFER THE MOST ENVIRONMENTALLY BENEFICIAL MATERIALS/METHOD SHALL BE REQUIRED UNLESS OTHERWISE APPROVED BY THE GENERAL PERMIT PROGRAM REPRESENTATIVE.

11. DEVELOPER INFORMATION:

OWNER:
COMPANY: CHARTER COMMUNICATIONS
CONTACT: JESUS GUTIERREZ
ADDRESS: 810 HOWARD LN
AUSTIN, TX 78753
PHONE: (830) 263-0519
E-MAIL: JESUS.GUTIERREZ@CHARTER.COM

OWNER'S REPRESENTATIVE RESPONSIBLE FOR PLAN ALTERATIONS:
COMPANY: LJA ENGINEERING, INC.
CONTACT: BRENT GURLEY, SR. PROJECT MANAGER
ADDRESS: 2700 LA FRONTERA BLVD.
ROUND ROCK, TX 78681
PHONE: (512) 439-4758
E-MAIL: BGURLEY@LJA.COM

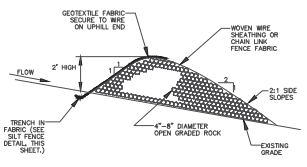
PARTY RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL MAINTENANCE:
COMPANY: CONTRACTOR

PARTY RESPONSIBLE FOR TREE/NATURAL AREA PROTECTION MAINTENANCE:
COMPANY: CONTRACTOR

12. THE CONTRACTOR SHALL NOT DISPOSE OF SURPLUS EXCAVATED MATERIAL FROM THE SITE WITHOUT NOTIFYING THE GENERAL PERMIT PROGRAM REPRESENTATIVE, AT 974-6330, AT LEAST 48 HOURS PRIOR TO THE SPOILS REMOVAL. THIS NOTIFICATION SHALL INCLUDE THE DISPOSAL LOCATION AND A COPY OF THE PERMIT ISSUED TO RECEIVE THE MATERIAL.

13. INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY PRIOR TO STREET WORK, AND WILL BE REMOVED AS SOON AS THE GENERAL PERMIT PROGRAM REPRESENTATIVE AGREES THAT THERE IS NO POTENTIAL FOR SEDIMENTATION.

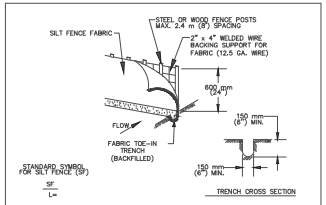
REV. DATE: DESCRIPTION: APPROVED BY WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT



NOTES:
1. USE ONLY OPEN GRADED ROCK, 4-8 INCH DIAMETER, FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK, 3-5 INCH DIAMETER, FOR OTHER CONDITIONS.
2. ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1 INCH OPENING AND MINIMUM WIRE DIAMETER OF 20 GAUGE.
3. ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN WIRE SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED SITE AND IN A MANNER AS TO NOT CREATE A SILTATION PROBLEM.
5. DAILY INSPECTION SHALL BE MADE ON SEVERE SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 6 INCHES.
6. WHEN SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

FABRIC COVERED (SEVERE SERVICE) ROCK BERM

CITY OF AUSTIN		
GENERAL PERMIT PROGRAM APPROVED	ADOPTED: SCALE: N.T.S. INITIAL	STANDARD NO. N/A



1. STEEL OR WOOD POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 300 mm (12 INCHES). IF WOOD POSTS CANNOT ACHIEVE 300 mm (12 Inches) DEPTH, USE STEEL POSTS.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH MUST BE A MINIMUM OF 150 mm (6 Inches) DEEP AND 150 mm (6 Inches) WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE FABRIC SHOULD BE SECURELY FASTENED TO EACH STEEL OR WOOD SUPPORT POST OR TO WOVEN WIRE , WHICH IS IN TURN ATTACHED TO THE STEEL OR WOOD FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 Inches). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

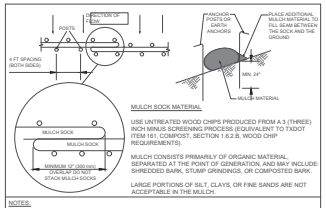
CITY OF AUSTIN		
RECORD COPY SIGNED BY MORGAN BYARS	09/01/2012 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1

NOTES:
1. MATERIAL : THE FIBRIC MUST CORRESPOND TO THE FOLLWING REQUIREMENTS:

PROPERTY	ASTM TEST METHOD	REQUIREMENTS
FABRIC WEIGHT	D 3776	≥ 8.0 OUNCES/SQUARE YPAD
ULTRAVIOLET (UV) RADIATION STABILITY	D 4355	70% STRENGTH RETAINB) MIN., AFTER 500 HOURS IN XENON ARC DEVICE
MUJEN BURST STRENGTH	D 3786	≥120 POUND PER SQUIRE INCH
WATER FLOW RATE	D 4491	≥275 GALLONS/MINUTE/SQUARE FEET

2. THIS MATERIAL SHOULD HAVE A MAXIMUM EXPECTED USEFULLIFE OF APPROXIMATELY EIGHTEEN (18) MONTHS. THE INLET PROTECTION DEVICES SHOULD BE CONSTRUCTED IN A MANNER THAT WILL FACILITATE CLEAN OUT AND DISPOSAL OF TRASH AND SEDIMENT WHILE MINIMIZING INTERFERENCE WITH CONSTRUCTION ACT IVITIES. THEY SHOU LD ALSO BE CONSTRUCTED SUCH THAT ANY PONDING OF STORM WATER WILL NOT CAUSE EXCESSIVE R.O.W. FLOODING (I.E. ≤4 INCHES OF STANDING WATER) OR DPMAGETO THESTRUCTURE OR ADJACENT AREAS.
3. COVERAGE THE FABRIC/WIRE SHOULD COMPLETELY COVER THE OPENING OF THE INLET AND DEVICES SHOULD BE INSTALLED WITHOUT PROTRUDING PARTS THAT COULD BE A TRAFFIC, WORKER, OR PEDESTRIAN HAZARD. WHERE SECTIONS OF THE FABRIC OVERLAP, THEY SHALL OVERLAP AT LEAST THREE (3) INCHES.
4. THE INLET FILTER SHALL BE ATTACHED IN A WAY THAT THEY CAN EASILY BE REMOVED AND ARE NOT SECURED OR ATTACHED BY THE USE OF SAND BAGS. THE INLET FILTER MUST BE REMOVAD UPON COMPLETION OF WORK IF REMOVAL DAMAGES THE CONCRIE CURB, THE CURB MUST BE REPAIRED IMMEDIATELY
5. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN THE DEPTH REACHES 50 MM (2 INCHES) INCHES OR ONE THIRD THE HEIGHT OF THE INLET THROAT, AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
6. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL E VENT AND IMMEDIATELY REMOVE THE INLET PROTECTIONS IF THE STORMWATER BEGINS TO OVERTOP THE CURB.
7. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT HAS ACHIEVED FINAL STABILIZATION CONDITIONS.

CITY OF AUSTIN		
RECORD COPY SIGNED BY MARK VIGIL	10/30/09 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 628S-2



MULCH SOCK MATERIAL

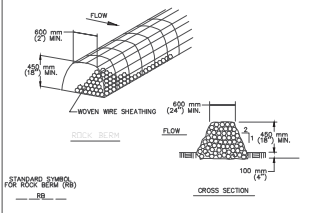
USE UNTREATED WOOD CHIPS PRODUCED FROM A 3 (THREE) INCH MINUS SCREENING PROCESS (EQUIVALENT TO TXDOT ITEM 161, COMPOST, SECTION 1.6.2.B, WOOD CHIP REQUIREMENTS).

MULCH CONSISTS PRIMARILY OF ORGANIC MATERIAL, SEPARATED AT THE POINT OF GENERATION, AND MAY INCLUDE: SHREDDED BARK, STUMP GRINDINGS, OR COMPOSTED BARK.

LARGE PORTIONS OF SILT, CLAYS, OR FINE SANDS ARE NOT ACCEPTABLE IN THE MULCH.

NOTES:
1. STEEL OR WOOD POSTS WHICH SUPPORT THE MULCH SOCK SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 600mm (24 inches). IF WOOD POSTS CANNOT ACHIEVE 600mm (24 inches) DEPTH, USE STEEL POSTS. EARTH ANCHORS ARE ALSO ACCEPTABLE.
2. THE TOE OF THE MULCH SOCK SHALL BE PLACED SO THAT THE MULCH SOCK IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. IN ORDER TO PREVENT WATER FROM FLOWING BETWEEN THE JOINTS OF ADJACENT ENDS OFMULCH SOCKS, LAP THE ENDS OF ADJACENT MULCH SOCKS A MINIMUM OF 305mm (12 inches).
3. MULCH MATERIAL MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH. IT IS NOT ACCEPTABLE FOR THE MULCH MATERIAL TO CONTAIN GROUND CONSTRUCTION DEBRIS, BIOSOLIDS, OR MANURE.
4. SOCK MATERIAL WILL BE 100% BIODEGRADABLE, PHOTODEGRADABLE, OR RECYCLABLE SUCH AS BURLAP, TWINE, UV PHOTOBIODEGRADABLE PLASTIC, POLYESTER, OR ANY OTHER ACCEPTABLE MATERIAL.
5. MULCH SOCKS SHOULD BE USED AT THE BASE OF SLOPES NO STEEPER THAN 2:1 AND SHOULD NOT EXCEED THE MAXIMUM SPACING CRITERIA PROVIDED IN CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL TABLE 1.4.5.F.1 FOR A GIVEN SLOPE CATEGORY.
6. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150mm (6 inches). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

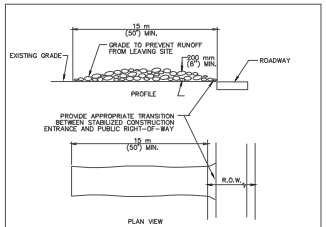
CITY OF AUSTIN		
RECORD COPY SIGNED BY MORGAN BYARS	09/24/2012 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 648S-1



NOTES:
1. USE ONLY OPEN GRADED ROCK 75 to 125 mm (3 to 5") DIAMETER FOR ALL CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 25 mm (1") OPENING AND MINIMUM WIRE DIAMETER OF 12.9 mm (20 GAUGE).
3. THE ROCK BERM SHALL BE INSPECTED DAILY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SEDIMENT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. IF SEDIMENT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 150 mm (6"), WHICHEVER IS LESS, THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SEDIMENTION PROBLEM.
5. WHEN THE SITE IS COMPLETELY STABILIZED,THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		
RECORD COPY SIGNED BY MORGAN BYARS	8/24/2010 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 639S-1

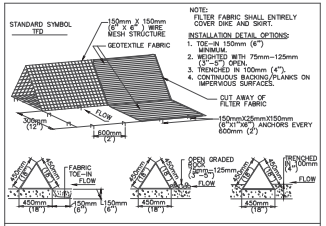
ROCK BERM



NOTES:
1. STONE SIZE: 75-125 mm (3-5") OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 15 m (50').
3. THICKNESS: NOT LESS THAN 200 mm (8").
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/23/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 641S-1

STABILIZED CONSTRUCTION ENTRANCE



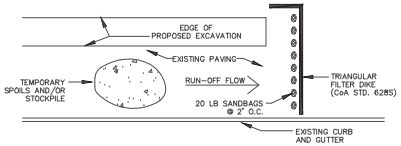
NOTE:
FILTER FABRIC SHALL ENTIRELY COVER DIKE AND SKIRT.

INSTALLATION DETAIL OPTIONS:
1. TOE-IN 150mm (6") MINIMUM
2. WEDGING WITH 75mm-125mm (3"-5") OPEN GRADED ROCK
3. TRENCHED IN 100mm (4").
4. CONTINUOUS BACKING/PLANKS ON IMPERVIOUS SURFACES.

GENERAL NOTES
1. DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
2. THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS WRAPPING OF GEOTEXTILE. THE SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE.
3. THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF 75-125mm (3-5") OPEN GRADED ROCK OR TOED-IN 150mm (6") WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED IN 100mm (4").
4. DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 150mm (6") WIRE STAPLES ON 600mm (2') CENTERS ON BOTH EDGES AND SKIRT, OR STAKE USING 10M (3/8 ") DIAMETER RE-BAR WITH TEE ENDS.
5. FILTER MATERIAL SHALL BE LAPPED OVER ENDS 150mm (6") TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOAT RINGS.
6. THE DIKE STRUCTURE SHALL BE WIWO-150mmX150mm (6 GA. 6"X6") WIRE MESH, 450mm (18") ON A SIDE.
7. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150mm (6") AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
9. AFTER THE DEVELOPMENT SITE IS COMPLETLY STABILIZED, THE DIKES AND ANY REMAINING SILT SHALL BE REMOVED. SILT SHALL BE DISPOSED OF AS INDICATED IN GENERAL NOTE 8 ABOVE.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		
RECORD COPY SIGNED BY J. PATRICK MURPHY	3/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 628S

TRIANGULAR SEDIMENT FILTER DIKE



NOTES:
1. THE TEMPORARY SPOILS/STOCKPILE STORAGE AREA AND STAGING AREA MAY BE LOCATED DIRECTLY ADJACENT TO THE EXCAVATION AND ON THE PAVEMENT.
2. ANY SPOIL NOT INTENDED TO BE REUSED WILL BE HAULED TO AN APPROVED OR PERMITTED DISPOSAL SITE DAILY.
3. INSTALL TRIANGULAR SEDIMENT FILTER DIKE (DETAIL 682S) ACROSS FULL WIDTH OF TRAFFIC CLOSURE AND DOWNSTREAM OF CONSTRUCTION AREA, PERPENDICULAR TO CURB AND PLACED TO EFFECTIVELY CATCH AND CONTAIN SEDIMENT LADEN RUNOFF FROM THE EXCAVATED AREA. FILTER DIKE TO FOLLOW ACTIVE CONSTRUCTION. REMOVING AND RE-SETTING FILTER DIKE IS CONSIDERED SUBSIDIARY TO BARRICADES AND TRAFFIC HANDLING.

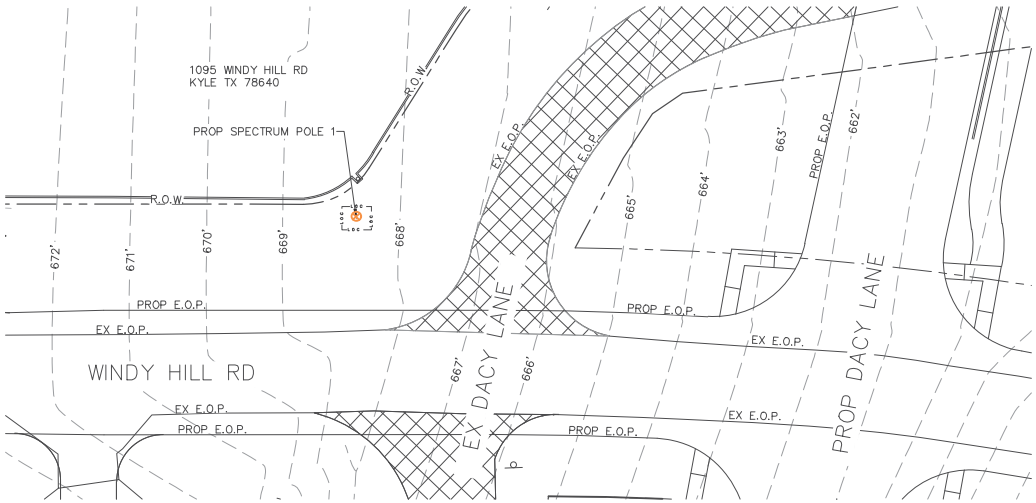
ADDITIONAL EROSION/SEDIMENTATION CONTROL FOR WORK IN PAVED AREAS FOR GENERAL PERMIT PROGRAM PROJECTS

NO.	BY	DATE	REVISIONS REMARKS

SHEET INFORMATION
DATE: 9/14/2022
SHEET: 2 OF 3
CAD REF. NO. GP-ES
DWG NO. 4

GENERAL PERMIT OFFICE
EROSION/SEDIMENTATION CONTROL
CITY OF AUSTIN STANDARD NOTES AND DETAILS

PRINTED: 9/14/2022 9:38 AM S:\Sectors\Telecom\FUNDED PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2022\2605-C0016 Dacy Ln Ph2 (3585288)\CADD\UNDERGROUND DESIGN\2605-A3051 FR Dacy Ln Phase 1 (969713) - PP Location Map.dwg SAVED: 9/14/2022 9:37 AM SAVED BY: Mbarrera USER: Marlela Barrera



20 10 0 20 40

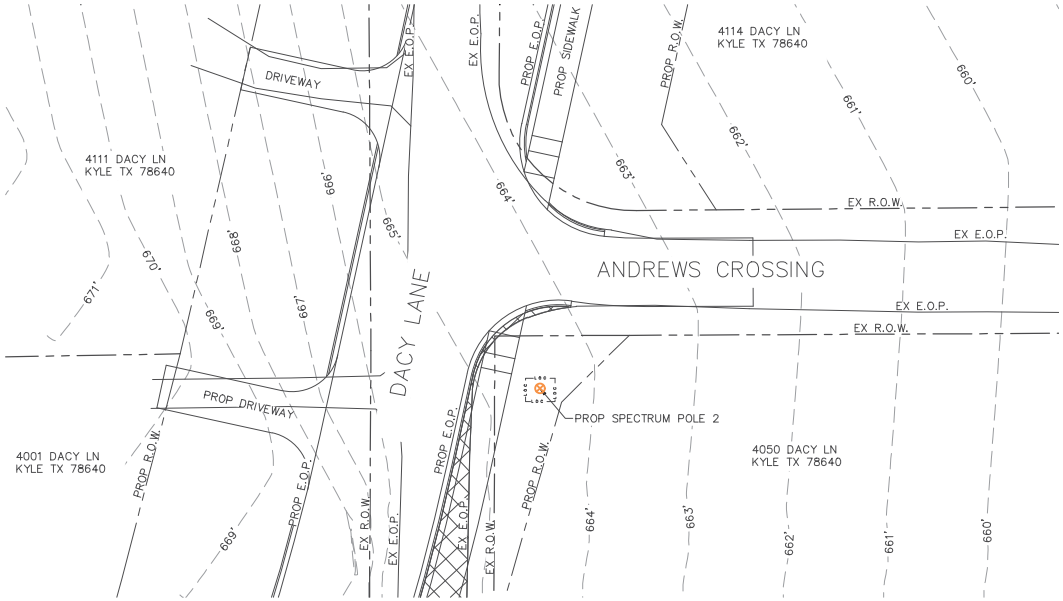
HORIZONTAL SCALE : 1" = 40'

LEGEND

- PROP BORE
- PROP TRENCH
- R.O.W.
- EX ROADWAY
- SF — SILT FENCE
- L O C — LIMITS OF CONSTRUCTION
- ⊗ EX UTILITY POLE

CRITICAL ROOT ZONE (CRZ) NOTES:

1. BORE RIG SHOULD HAVE AT LEAST 18" OF MULCH UNDERNEATH RIG TO REDUCE SOIL COMPACTION AROUND ROOT SYSTEM
2. ALL CRZ (OUTER CRZ) WORK DONE SHOULD BE HAND TRENCHED AND CONTRACTOR TO CALL ENVIRONMENTAL INSPECTOR 48 HOURS BEFORE WORK IS STARTED
3. THERE IS NO WORK/STAGING AREAS TO BE DONE INSIDE INNER 50% OF CRZ



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

STATE OF TEXAS
STUART COWELL
126674
LICENSED
PROFESSIONAL ENGINEER

9/14/22

Charter COMMUNICATIONS

LJA Engineering, Inc.
FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
ENVIRONMENTAL AND LOC PLAN PROPOSED POLE 1 & 2

DESIGN BY:	MB	SCALE	
DRAWN BY:	MB	HORIZONTAL:	1"=40'
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	BY	SHEET:	3 OF 4
PROJECT NO:	2605-A3057	PAGE:	5
DATE:	9/14/2022		

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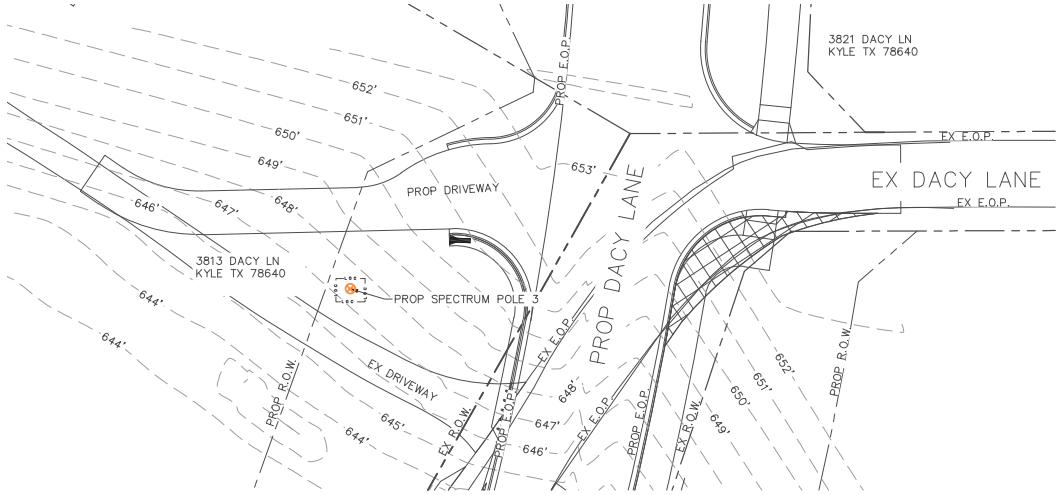

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20 10 0 20 40
HORIZONTAL SCALE : 1" = 40'

LEGEND

- PROP BORE
- PROP TRENCH
- R.O.W.
- EX ROADWAY
- SF — SILT FENCE
- L O C — LIMITS OF CONSTRUCTION
- ⊗ EX UTILITY POLE

CRITICAL ROOT ZONE (CRZ) NOTES:

1. BORE RIG SHOULD HAVE AT LEAST 18" OF MULCH UNDERNEATH RIG TO REDUCE SOIL COMPACTION AROUND ROOT SYSTEM
2. ALL CRZ (OUTER CRZ) WORK DONE SHOULD BE HAND TRENCHED AND CONTRACTOR TO CALL ENVIRONMENTAL INSPECTOR 48 HOURS BEFORE WORK IS STARTED
3. THERE IS NO WORK/STAGING AREAS TO BE DONE INSIDE INNER 50% OF CRZ

STATE OF TEXAS
STUART COWELL
126674
LICENSED
PROFESSIONAL ENGINEER
9/14/22

Charter COMMUNICATIONS

LJA Engineering, Inc.
FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
ENVIRONMENTAL AND LOC PLAN PROPOSED POLE 3

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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

DESIGN BY:	MB	SCALE	
DRAWN BY:	MB	HORIZONTAL:	1"=40'
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APPROVED BY:	BY	SHEET:	4 OF 4
PROJECT NO:	2605-A3057	PAGE:	6
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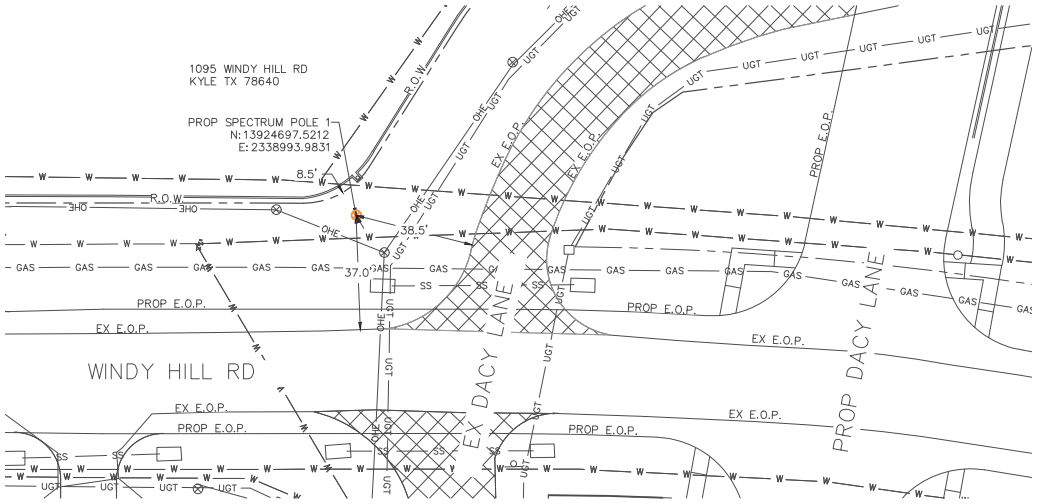

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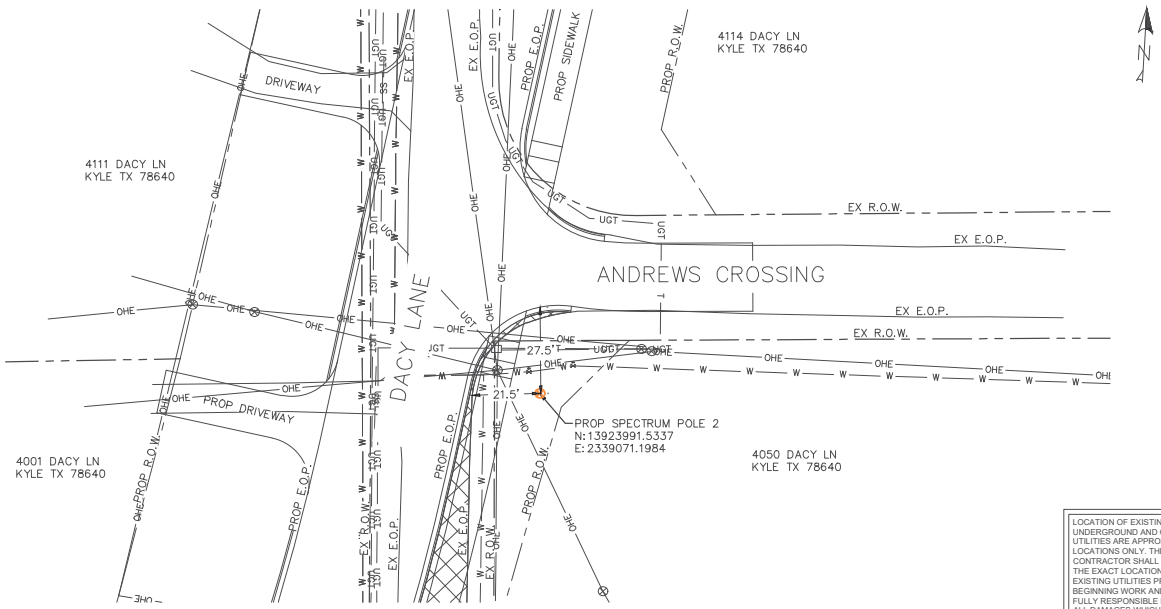
HORIZONTAL SCALE : 1" = 40'

LEGEND

- PROP BORE
- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SS — EX STORM SEWER
- UGE — EX ELECTRIC
- GAS — EX GAS
- UGT — EX TELECOM
- EX ROADWAY
- R.O.W.
- EX UTILITY POLE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UTILITIES DEPICTED ARE AN APPROXIMATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 42" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL KYLE WATER INFRASTRUCTURE.
3. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
4. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



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

STATE OF TEXAS
STUART COWELL
126674
LICENSED
PROFESSIONAL ENGINEER
9/14/22

Charter COMMUNICATIONS

LJA Engineering, Inc.
FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
PLAN VIEW PROPOSED POLE 1 & 2

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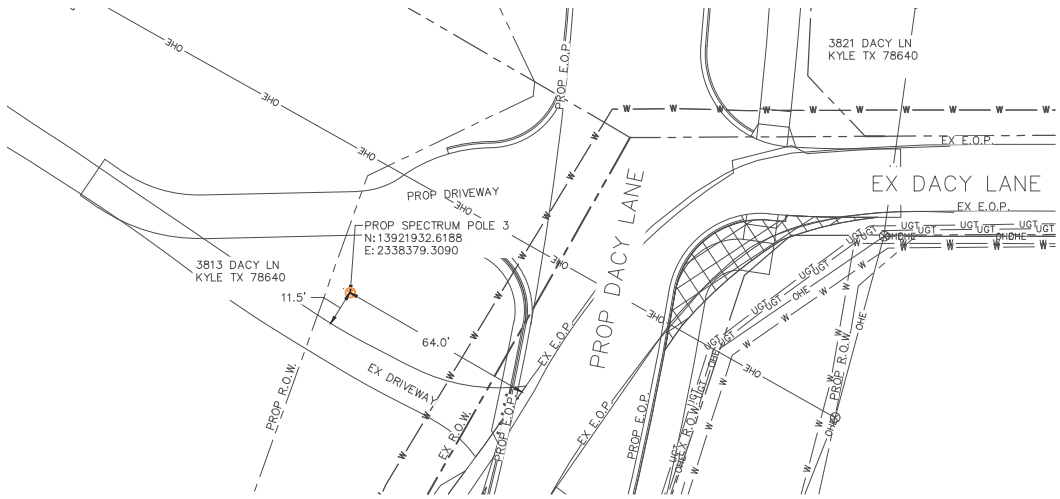

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HORIZONTAL SCALE : 1" = 40'

LEGEND

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- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SS — EX STORM SEWER
- UGE — EX ELECTRIC
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9/14/22

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FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
PLAN VIEW PROPOSED POLE 3

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

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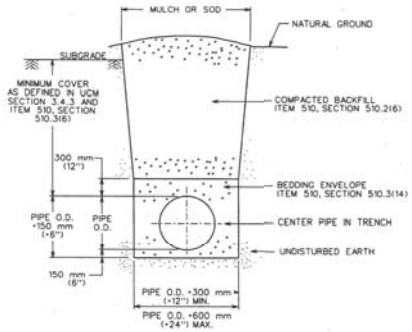

REFERENCES:

1. UTILITY CRITERIA MANUAL SECTION 3.4.3, "FINAL DESIGN"
2. STANDARD SPECIFICATION MANUAL ITEM 510,
   SECTION 510.2(6), "SELECT BACKFILL OR BORROW";
   SECTION 510.3(6), "TRENCH DEPTH AND DEPTH OF COVER";
   SECTION 510.3(14), "PIPE BEDDING ENVELOPE"

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TYPICAL TRENCH DETAIL WITH UNFINISHED SURFACE	STANDARD NO.
3/13/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	510S-5

STATE OF TEXAS
STUART COWELL
126674
LICENSED
PROFESSIONAL ENGINEER
9/14/22

Charter COMMUNICATIONS

LJA Engineering, Inc.
FRN - F-1386

CHARTER COMMUNICATIONS
969713
FR DACY LN PHASE 1

BURIED IMPROVEMENTS
TRENCH DETAILS

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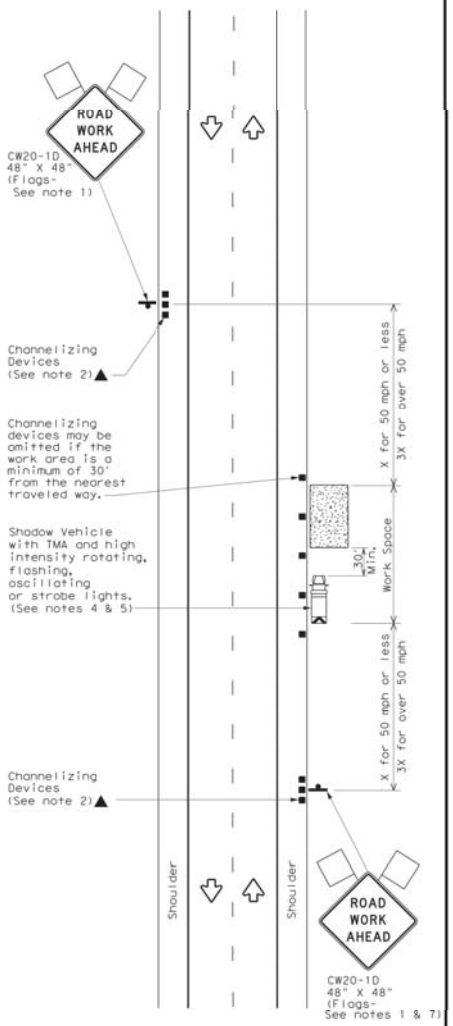
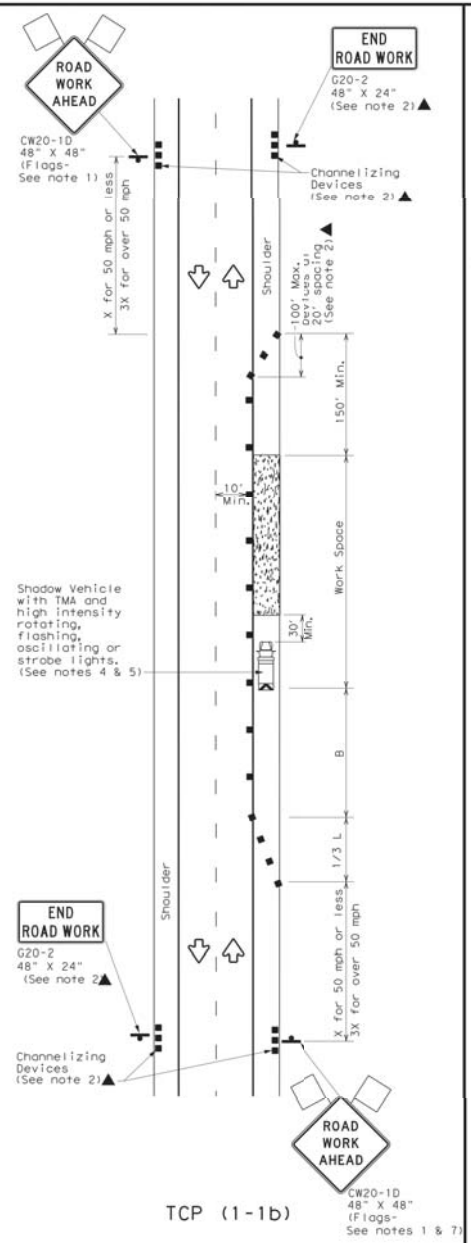


TCP (1-1a)

WORK SPACE NEAR SHOULDER

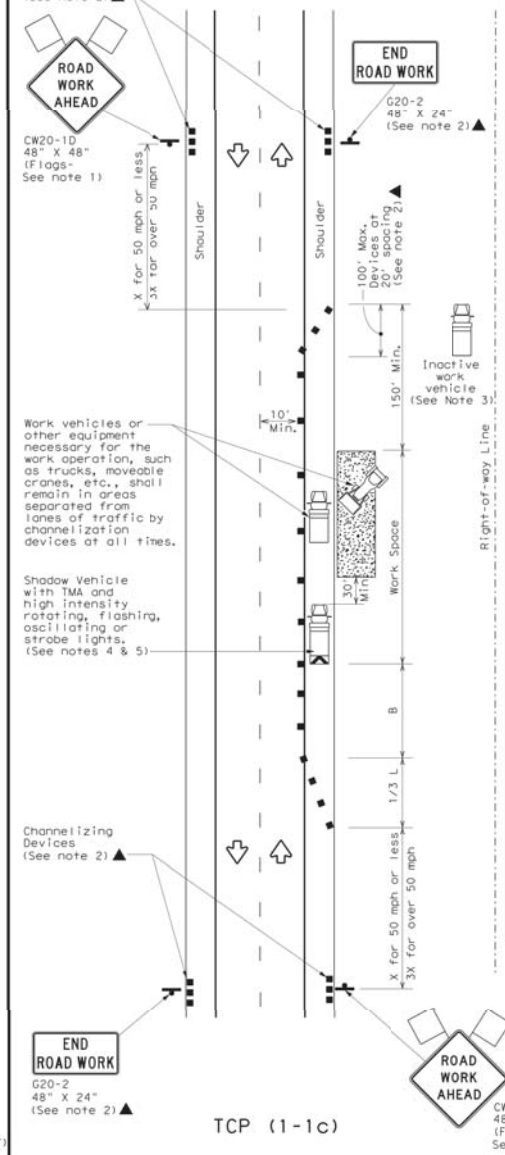
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:	
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY	
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST		COUNTY		SHEET NO. 10

DATE:
FILE:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Vickie Dorsett

Sponsor: Judge Becerra

Agenda Item:

Authorize the County Judge to execute Social Service Agency Contracts as approved in the Fiscal Year 2023 budget. **BECERRA/DORSETT**

Summary:

Annual contracts that outline approved funding, services provided, and reporting requirements will be executed as approved during the FY23 budget process.

Fiscal Impact:

Amount Requested: $1,037,250
Line Item Number: 001-895-98]

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Grant Funding
New Revenue Y/N?: N/A
Comments:

Attachments

FY23 Social Service Agency Funding

Social Service Agency Funding
Fiscal Year 2023

Account	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Requested	2023 Recommended	2023 Court Adopted
Fund	**001 - General Fund**								
	Cost Center **300 - Discretionary**								
5800	Grant Funding	.00	.00	.00	.00	.00	.00	25,000.00	.00
	Cost Center **301 - Buda Public Library**								
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	90,000.00	35,000.00	35,000.00
	Cost Center **302 - Dripping Springs Library**								
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	90,000.00	35,000.00	35,000.00
	Cost Center **303 - Kyle Community Library**								
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	90,000.00	35,000.00	35,000.00
	Cost Center **304 - San Marcos Public Library**								
5800	Grant Funding	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00	140,000.00	85,000.00	85,000.00
	Cost Center **305 - Wimberley Village Library**								
5600	Project Contributions	.00	100,000.00	200,000.00	200,000.00	200,000.00	.00	.00	.00
5800	Grant Funding	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	90,000.00	35,000.00	35,000.00
	Cost Center **308 - Hays County Crimestoppers**								
5800	Grant Funding	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	10,000.00	5,000.00	5,000.00
	Cost Center **315 - Indigenous & Tejano Comm Council**								
5800	Grant Funding	.00	.00	.00	.00	.00	14,654.00	.00	10,000.00
	Cost Center **317 - Community Action**								
5800	Grant Funding	19,000.00	19,000.00	19,000.00	19,000.00	19,000.00	24,000.00	19,000.00	19,000.00
5800_019	Grant Funding COVID-19 Relief	20,000.00	.00	.00	.00	.00	.00	.00	.00
	Cost Center **318 - Wimberley Sr Citizens**								
5800	Grant Funding	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	15,000.00	10,000.00	10,000.00
	Cost Center **319 - Greater San Marcos Sr Citizens**								
5600	Project Contributions	.00	.00	.00	.00	.00	40,000.00	.00	40,000
5800	Grant Funding	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	25,000.00	4,000.00	10,000
	Cost Center **320 - Kyle Area Sr Zone**								
5600	Project Contributions	.00	.00	200,000.00	200,000.00	200,000.00	.00	.00	.00
5800	Grant Funding	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	20,000.00	12,000.00	12,000.00
	Cost Center **321 - Hill Country Sr Citizens**								
5800	Grant Funding	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00
	Cost Center **322 - Onion Creek Sr Citizens**								
5800	Grant Funding	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
	Cost Center **323 - Combined Community Action**								
5800	Grant Funding	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	15,000.00	13,000.00	13,000.00

Social Service Agency Funding
Fiscal Year 2023

Account	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Requested	2023 Recommended	2023 Court Adopted
	Cost Center **324 - The Friends Foundation**								
5800	Grant Funding	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	5,000.00	4,000.00	4,000.00
	Cost Center **326 - Hays Co Area Food Bank**								
5800	Grant Funding	55,000.00	55,000.00	55,000.00	55,000.00	50,416.63	55,000.00	55,000.00	55,000.00
	Cost Center **332 - Hays Co SWCD #351**								
5800	Grant Funding	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
	Cost Center **338 - Hays Caldwl Alcohol & Drug Abuse**								
5800	Grant Funding	37,500.00	37,500.00	37,500.00	37,500.00	37,500.00	37,500.00	37,500.00	37,500.00
	Cost Center **339 - Hays-Caldwell Women's Center**								
5600	Project Contributions	300,000.00	.00	300,000.00	300,000.00	300,000.00	.00	.00	.00
5800	Grant Funding	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	100,000.00	80,000.00	80,000.00
5800_019	Grant Funding COVID-19 Relief	20,000.00	.00	.00	.00	.00	.00	.00	.00
	Cost Center **340 - Scheib Opportunity Center**								
5800	Grant Funding	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00	42,500.00
	Cost Center **341 - Southside Community Center**								
5800	Grant Funding	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	40,000.00	25,000.00	25,000.00
5800_019	Grant Funding COVID-19 Relief	20,000.00	.00	.00	.00	.00	.00	.00	.00
	Cost Center **350 - San Marcos Youth Service Bureau**								
5800	Grant Funding	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	22,500.00	13,500.00	13,500.00
	Cost Center **351 - Greater SM Youth Shelter**								
5800	Grant Funding	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	80,000.00	70,000.00	70,000.00
5800_019	Grant Funding COVID-19 Relief	20,000.00	.00	.00	.00	.00	.00	.00	.00
	Cost Center **352 - CASA of Central Texas**								
5600	Project Contributions	100,000.00	.00	200,000.00	200,000.00	200,000.00	.00	.00	.00
5800	Grant Funding	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	100,000.00	40,000.00	40,000.00
5800_019	Grant Funding COVID-19 Relief	10,000.00	.00	.00	.00	.00	.00	.00	.00
	Cost Center **353 - Big Brothers and Big Sisters**								
5800	Grant Funding	5,250.00	5,250.00	5,250.00	5,250.00	5,250.00	10,000.00	5,250.00	5,250.00
	Cost Center **354 - Hays Co Child Protective Board**								
5800	Grant Funding	55,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
5800_019	Grant Funding COVID-19 Relief	10,000.00	.00	.00	.00	.00	.00	.00	.00
	Cost Center **360 - Pet Prevent a Liter**								
5600	Project Contributions	.00	.00	.00	3,880.00	3,880.00	.00	.00	.00
5800	Grant Funding	20,625.00	20,625.00	25,000.00	25,000.00	25,000.00	40,000.00	25,000.00	35,000

Social Service Agency Funding
Fiscal Year 2023

Account	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Amended Budget	2022 Actual Amount	2023 Requested	2023 Recommended	2023 Court Adopted
	Cost Center **361 - San Marcos Animal Shelter**								
5600	Project Contributions	.00	.00	150,000.00	150,000.00	.00	.00	.00	.00
	Cost Center **366 - Nosotros La Gente**								
5800	Grant Funding	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	Cost Center **368 - Indigeneous Cultures**								
5800	Grant Funding	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
	Cost Center **375 - CARTS Hays Co Transit**								
5800	Grant Funding	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	25,000.00	20,000.00	20,000.00
	Cost Center **381 - Hays Central Tx Dispute Resolution Center**								
5600	Project Contributions	.00	.00	.00	.00	.00	.00	.00	50,000.00
	Cost Center **384 - Friends of Family Justice Center**								
5600	Project Contributions	45,000.00	45,000.00	.00	.00	.00	.00	.00	.00
5800	Grant Funding	10,000.00	10,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00
	Cost Center **385 - Capital Idea**								
5800	Grant Funding	25,000.00	30,000.00	50,000.00	50,000.00	50,000.00	100,000.00	50,000.00	55,000.00
Net Grand Totals		1,381,875	991,875	1,966,250	1,970,130	1,815,547	1,481,654	941,250	1,037,250

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Vickie Dorsett

Sponsor: Commissioner Ingalsbe

Agenda Item:

Accept contributions totaling $7,494.51 from the City of San Marcos and $450.00 from the San Marcos Unitarian Universalist Fellowship on behalf of the Hays County Child Protective Board and amend the budget accordingly.

INGALSBE

Summary:

The Hays County Child Protective Board received a grant from the City of San Marcos and a donation from the San Marcos Unitarian Universalist Fellowship utilizing the county federal tax identification number as authorized.

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses;

>Basic Clothing
>Participation in extracurricular school activities and scholastic achievements
>Equipment and services to encourage and assist academic success and improve graduation rates
>Recognition of significant milestones
>Provide for physical and mental health services not covered by governmental programs
>Provide support for CPS caseworkers participation in professional training
>Increase public awareness of child abuse

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-895-98-354.4610/.5600

Budget Office:

Source of Funds: Donated Funds
Budget Amendment Required Y/N?: Yes
Comments: N/A
($7,945) - Increase Revenue-Contributions 001-895-98-354.4610
$7,945 - Increase Expense-Project Contributions 001-895-98-354.5600

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Contributions Revenue and Project Contributions Expense
New Revenue Y/N?: Yes
Comments: N/A

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

Transfer $1,000 from general supplies to continuing education within the Fire Marshal Fee Code Fund for upcoming fire and safety training.

Fiscal Impact:

Amount Requested: $1,000.00
Line Item Number: 064-665-00.5551

Budget Office:

Source of Funds: Fire Marshal Fee Code Fund (Special Revenue)
Budget Amendment Required Y/N?: Yes
Comments: N/A
$1,000 - Increase Continuing Education
($1,000) - Decrease General Supplies

Auditor's Office:

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve specifications for IFB 2023-B01 FM 110 South Grading Project and authorize Purchasing to solicit for bids and advertise. **INGALSBE/BORCHERDING**

Summary

The IFB 2023-B01 FM 110 South Grading Project involves excavation and erosion control within the York Creek Watershed Soil Conservation Service 13 Dam area for the construction of compensatory grading.

Attachments

IFB 2023-B01 RM 110 South Grading Project - Project Manual

HAYS COUNTY

PROJECT CONSTRUCTION MANUAL

FOR
FM 110 SOUTH GRADING

Bid No. IFB 2023-B01

Bid Date: November 3, 2022
Bid Time: 3:00 PM

Hays County, Texas
Purchasing Department
712 South Stagecoach Trail, Suite 1071
San Marcos, TX 78667

OCTOBER 2022

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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. Federal Affirmations and Solicitation Acceptance Signed

____11. Any addenda applicable to this solicitation

____ 12. System for Award Management (www.SAM.gov) Entity Registration Page

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 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

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:

FM 110 SOUTH GRADING, IFB 2023-B01

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, NOVEMBER 3, 2022** 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 and one (1) hard copy is required to be received.
Deadline for Responses:	In issuing office or submitted to BidNet Direct no later than: **THURSDAY, NOVEMBER 3, 2022; 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 THURSDAY, OCTOBER 20, 2022 at 1:30 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, must accompany each bid as a guarantee that the successful bidder will enter a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor. Performance and Payment Bonds (100% of Contract Price) will be required as stated in the bidding documents.

Other Requirements:	To submit Proposals for this Contract, prospective bidder shall, on **THURSDAY, NOVEMBER 3, 2022**, 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.
Initial Contract Term:	136 working 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, OCTOBER 26, 2022 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

October 13, 2022	**Issuance of IFB**
October 20, 2022	**Pre-Bid Meeting Online (1:30 PM, CT)**
October 26, 2022	**Deadline for Submission of Questions (5:00 PM, CT)**
November 3, 2022	**Deadline for Submission of Bids (3:00 PM, CT)** **Late bids will not be accepted**
Fall 2022	**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 /
FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2023-B01 FM 110 South Grading

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 **136 working days** from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

_____

_____

_____

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON _____, 20___.

State Contractor License Number _____

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____
Business address: _____

_____
Phone Number: _____Fax Number: _____
Email: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

_____
(Signature)

Business address:

_____

_____

_____

Phone Number: _____Fax Number: _____
Email: _____

A Corporation

By _____ (SEAL)
(Corporate Name)

_____
(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

_____
(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

_____

_____

_____

Phone Number: _____Fax Number: _____
Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By _____ (SEAL)
(Name)

_____
(Address)

_____
(Signature)

By _____
(Name)

_____
(Address)

_____
(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

_____
_____
_____
_____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

ATTACHMENT A - IFB 2023-B01 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2023-B01 - FM 110 SOUTH GRADING **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	0110-6003	EXCAVATION (SPECIAL)	68518	CY		$ -
2	0160-6003	FURNISHING AND PLACING TOPSOIL (4")	141009	SY		$ -
3	0164-6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	141009	SY		$ -
4	0164-6009	BROADCAST SEED (TEMP) (WARM)	70504	SY		$ -
5	0164-6011	BROADCAST SEED (TEMP) (COOL)	70504	SY		$ -
6	0168-6001	VEGETATIVE WATERING	4231	MG		$ -
7	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	30000	SY		$ -
8	0432-6031	RIPRAP (STONE PROTECTION)(12 IN)	200	CY		$ -
9	0496-6043	REMOV STR (SMALL FENCE)	1753	LF		$ -
10	0500-6001	MOBILIZATION	1	LS		$ -
11	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO		$ -
12	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	208	SY		$ -

Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A - IFB 2023-B01 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT: IFB 2023-B01 - FM 110 SOUTH GRADING **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	0506-6024	CONSTRUCTION EXITS (REMOVE)	208	SY		$ -
14	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2977	LF		$ -
15	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2977	LF		$ -
16	0550-6006	GATE (REMOVE)	2	EA		$ -
17	0552-6001	WIRE FENCE (TY A)	1780	LF		$ -
18	0552-6007	GATE (TY 3)	2	EA		$ -

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

OFFICE USE ONLY

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.

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 Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

Date

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

_____

Solicitation Number

VENDOR REFERENCES

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

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
(if other than Texas, Write state in here _____)

My commission expires: _____

FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

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

1. **Debarment and Suspension (2 CFR 180.220)**
   Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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

3. **Discrimination**
   Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
   e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
   h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
   i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
   j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

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

5. **Wages**
   Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-

Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

9. Lobbying

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

10. Rights to Inventions Made Under a Contract or Agreement

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

11. Minority and Women's Businesses

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

12. Environmental Standards

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

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

b. Notification of violating facilities pursuant to EO 11738;

c. Protection of wetlands pursuant to EO 11990;

d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);

g. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

- $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

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

14. All Other Federal Laws

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

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

YES_____ NO_____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

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 2023-B01 – FM 110 South Grading

Article 2. Engineer of Record

The Project has been designed by K FRIESE & ASSOCIATES, 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 136 working days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

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

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

TOTAL OF ALL UNIT PRICES_____ $_____(dollars)
(insert words)

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

Article 5. Contractor's Representations

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

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

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

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

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

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

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

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

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

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

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

Article 6. Contract Documents

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

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers _____ to _____, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

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

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

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

Article 7. Miscellaneous

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

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

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

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

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

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

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

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract).

COUNTY_____

By:_____
Ruben Becerra,
Hays County Judge

CONTRACTOR_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest_____

Attest_____

SECTION 6
WAGE RATES

"General Decision Number: TX20220007 01/07/2022

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	
Laborer, Common	$ 10.50	
Laborer, Utility	$ 12.27	
Pipelayer	$ 12.79	
Work Zone Barricade Servicer	$ 11.85	
PAINTER (Structures)	$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor	$ 12.69	
Asphalt Distributor	$ 15.55	
Asphalt Paving Machine	$ 14.36	
Boom Truck	$ 18.36	
Broom or Sweeper	$ 11.04	
Concrete Pavement Finishing Machine	$ 15.48	
Crane, Hydraulic 80 tons		

or less.....$ 18.36
Crane, Lattice Boom 80
tons or less.....$ 15.87
Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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 1 – 9 GENERAL REQUIRMENTS AND COVENANTS, AND APPLICABLE SPECIAL PROVISIONS (SEE SECTION 13 TECHNICAL SPECIFICATIONS). https://ftp.txdot.gov/pub/txdot-info/des/spec-book-1114.pdf

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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

To Be Determined 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

K FRIESE & ASSOCIATES is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the " Engineer of Record" in Article 2 of the "Standard Form of Contract" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

VI. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor

and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	$1,000,000
Operations Aggregate	$1,000,000
Personal and Advertising Injury	$600,000
Each Occurrence	$600,000
Fire Damage (any one fire)	$50,000
Medical Expense (any one person)	$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance

coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the County, the Program Manager/GEC, the County's Representatives, the Construction Inspector and the Engineer of Record as an additional insured to all applicable coverage;
(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
(3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
(4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
(5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
(6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor agrees to the following:
(1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
(2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

(3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and

(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

VII. Record ("As-Built") Drawings

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Inspector one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

VIII. Limit of Financial Resources

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and

Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Inspector.

X. State Sales Tax

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

> The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of the Contract, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Provision 000-658 per working day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **30** calendar days. This separate time period shall be for completion of the Punch List, as set forth in Item 5 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: June 10, 2022

The following standard detail sheet or sheets have been modified:

Modified Standards

GENERAL

Contractor questions on this project are to be addressed to the following individual(s): Hays County Purchasing purchasing@co.hays.tx.us

Bid information, including plans, specifications and bidding documents, is available through the following websites:

City of San Marcos E-Procurement: https://sanmarcostx.gov/bids.aspx
BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty
Texas Comptroller: http://www.txsmartbuy.com/

All contractor questions will be reviewed by the Engineer. Once a response is developed, it will be posted to websites above.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

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 County.

Damage to existing fences, pipes, and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor

will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

ITEM 5 – CONTROL OF THE WORK
Place construction stakes at intervals of no more than 100 ft. This work is subsidiary.

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 according to the current Guide to Electronic Shop Drawing Submittal to County and its representatives for processing. Contractor to adhere to the standard operating procedures for Shop Drawing Submittals described in the following website from TxDOT.gov.

https://www.txdot.gov/business/resources/specifications/shop-drawings.html
(TxDOT.gov Business > Resources - General > Shop Drawings). Pre-approved producers can be found online at TxDOT.gov > Business > Resources - Material Producer List.

Utilities.
Contractor shall notify all utility companies prior to construction determine the location of existing utilities. Prior to commencing excavation activities, the contractor will contact Texas 811.

The existence and location of underground utilities indicated on the plans are taken from available records and are not guaranteed but shall be investigated and verified by the contractor before starting work. The contractor shall be held responsible for any damage to and for the maintenance and protection of the existing utilities even if they are not shown in the plans. Location and depth of existing utilities shown here are approximate only. Actual locations and depths must be verified by the contractor prior to construction, and the contractor shall be responsible for protection of utilities during construction.

Alignment and Profile.
The temporary access easement provides legal access from the work site to the right-of way. The Contractor is responsible for all temporary culverts, grading, and roadbed material as necessary to utilize the access. **Haul road work is subsidiary to bid items.**

Provide dgn and PDF of as-built survey of grading limits area to satisfy note #3 on sheet #17. **Survey work is subsidiary to bid items.**

ITEM 6 - CONTROL OF MATERIALS
Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES
No significant traffic generator events identified.

Work over or near Bodies of Water (lakes, rivers, ponds, creeks, dry waterways, etc.).
Keep on site a universal spill kit adequate for the body of water and the work being performed. Debris is not allowed to fall into the ordinary high-water level (OHWL). Debris that falls into the OHWL 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. Install and maintain traffic control devices to maintain a navigable corridor for water traffic, except during bridge demo and beam placement. This work is subsidiary.

ITEM 110 – EXCAVATION
The Engineer will define unsuitable material.

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.

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 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 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS
Place the control measures as per the plan sheets. Soil retention blankets and riprap items to be determined in field by CEI Inspector.

Erosion control measures must be initiated immediately in areas where construction activities have ceased and will not resume for a period exceeding 14 calendar days. Vertical track all exposed soil, stockpiles, and slopes. Re-track after each rain event or every 14 days, whichever occurs first. Sheep foot roller is allowed for vertical tracking. This work is subsidiary.

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 1-9	GENERAL REQUIREMENTS AND COVENANTS
ITEM 110	EXCAVATION (009)(132)
ITEM 160	TOPSOIL (007)(168)
ITEM 164	SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKETS
ITEM 432	RIPRAP (247)(420)(421)(431)(440)
ITEM 496	REMOVING STRUCTURES
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING (005)(009)
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 550	CHAIN LINK FENCE (421)(445)
ITEM 552	WIRE FENCE (445)(492)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION	001-HCO1	ABBREVIATIONS AND DEFINITIONS
SPECIAL PROVISION	002-HC02	INSTRUCTION TO BIDDERS
SPECIAL PROVISION	003-HC01	AWARD AND EXECUTION OF CONTRACT
SPECIAL PROVISION	004-HC01	SCOPE OF WORK
SPECIAL PROVISION	005-HC01	CONTROL OF THE WORK
SPECIAL PROVISION	007-HC01	LEGAL RELATIONS AND RESPONSIBILITIES
SPECIAL PROVISION	008-HC01	PROSECUTION AND PROGRESS
SPECIAL PROVISION	009-HC01	MEASUREMENT AND PAYMENT
SPECIAL PROVISION 000	000-658	SCHEDULE OF LIQUIDATED DAMAGES
SPECIAL PROVISION TO ITEM 500	500-001	MOBILIZATION
SPECIAL PROVISION TO ITEM 502	502-008	BARRICADES, SIGNS AND TRAFFIC HANDLING
SPECIAL PROVISION TO ITEM 506	506-005	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

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.

Special Provision to Item 1
Abbreviations and Definitions

Item 1, Abbreviations and Definitions of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2, Abbreviations is being supplemented with the follow abbreviations:

CEI	Construction Engineering Inspector
COUNTY	Hays County, Texas
GEC	General Engineering Consultant

Article 3, Definitions is being amended by the following definitions:

3.47. Department is supplemented by the following: Wherever, in the Standard Specifications, reference is made to the Department and its representatives and such reference relates to the rights, actions and contract administration, such reference shall be taken to mean Hays County and its representatives as the project Developer, who shall coordinate with the Texas Department of Transportation on all matters relative to real property ownership and to any other matter related to the Project.

3.54. Engineer. The definition is voided and replaced by the following: The County Engineer or the authorized representative of the County Engineer.

3.66. Inspector. The definition is voided and replaced by the following: The contracted consultant who performs construction engineering and inspection services for the Project.

3.153. Work is supplemented by the following: Incidentals shall include but not be limited to tools, superintendence, labor, services, insurance and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the Work covered by the Contract Documents. Materials or work described in words which, when so applied, have a well- known technical or trade meaning shall be held to refer to such recognized standards.

Article 3, Definitions is being supplemented by the following definitions:

3.156. County. Hays County, Texas is the organization referred to in the Contract and hereinafter referred to as the "County." Nothing in the Contract Document shall create any contractual or agency relationship between any parties other than the County and the Contractor. For purposes of the Contract Documents and any other documents relating to the Project, the County shall be deemed to be the "Developer" of the Project.

3.157 General Engineering Consultant (GEC). The consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the oversight of construction engineering and inspection services performed on the Project.

3.158 Extra Work. The term "Extra Work" as used in the Contract Documents shall mean and include all work that may be required by the Engineer or the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's proposal, except as provided under Article 4.4 Changes in the work.

3.159 Substantially Completed. The term "Substantially Completed" or "Substantial Completion" shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer's sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings

are in place.

3.160 Notice of Substantial Completion. Notice issued to the Contractor by the Inspector or County's Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

3.161 Certificate of Completion. Certificate issued to the Contractor by the Inspector acknowledging "Final Completion" of the Project, as determined by completion of the Punch List. The issuance of the Certificate of Completion shall serve as evidence of "Final Completion" and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor's operations to existing facilities or completed and substantially accepted work. All warranties for the Project shall be transferred to the Department at the issuance of the Certificate of Completion.

3.162 Certificate of Acceptance. The certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

3.163 Standard Specifications. Shall mean and include Items 1-9 of the General Requirements and Covenants.

Special Provision to Item 2
Instructions to Bidders

Item 2, Instructions to Bidders of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2.2 Eligibility of Bidders is deleted and replaced by the following: Bidders must be (1) prequalified by Confidential Questionnaire to bid on this project; and (2) be registered with the State of Texas; and (3) be able to provide suitable evidence of prior experience for similar work and written documentation of successfully completed similar contracts upon request to bid on this project.

Article 2.3 Issuing Proposal Forms is deleted and replaced by the following: Hays County will issue a proposal form to all interested parties through the following procurement websites:

City of San Marcos E-Procurement: https://sanmarcostx.gov/bids.aspx;

BidNet Direct: www.bidnetdirect.com/hayscounty;

Texas Comptroller: http://www.txsmartbuy.com/sp.

Article 2.6 Preparing the Bid is supplemented by the following: Bids MUST be legible and of a quality that can be reproduced.

Article 2.7 Nonresponsive Bid is supplemented by the following: Bids will be considered nonresponsive if any of the following forms are not submitted with the bid: Bid Form, Schedule of Rates and Prices, Vendor References, Bid Bond .

Article 2.8.3 Submittal of Bid is deleted and replaced by the following: Hays County will accept bids, by the stated due date by one of the following methods:

Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666; OR

One (1) original proposal and one (1) digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666.

Article 2.9.2 Proposal Guaranty is deleted and replaced by the following: Provide a proposal guaranty in the amount indicated on the proposal form. Use a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

Article 2.9.2.1 Guaranty Check is deleted.

Article 2.9.2 Bid Bond is supplemented by: A bid bond in the amount of not less than five percent (5%) of the total bid price that the bidder is submitting, from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated above, within ten (10) days after notice of award of contract to the bidder. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without bid bonds will not be considered.

Article 2 is further supplemented by:

Article 2.14 Per Unit basis. This price must be good from the date of Bid opening through the completion of the Project. Bids which do not state a fixed price will not be considered.

Article 2.15 Sales Tax: Hays County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

Article 2.16 Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: https://hayscountytx.com/departments/auditor/purchasing/procurement-documents/. The Hays County Conflict of Interest Statement is located in Section 4 of this manual. This form must be completed, signed, and submitted.

Article 2.17 References: Hays County REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

Article 2.18 Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Article 2.19 Bid Forms. Bid forms that are included in the Bid package shall be used. CHANGES to Bid forms made by bidders shall DISQUALIFY THE BID.

Special Provision to Item 3
Award and Execution of Contract

Item 3, Award and Execution of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 3.1 Award of Contract is deleted and replaced by the following: The County will award, reject, or defer the Contract within 90 days after the opening of the proposal. The County reserves the right to reject any or all proposals and to waive technicalities in the best interest of the County.

Article 3.1.1 Award is deleted and replaced by the following: The County will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The County may award a Contract to the second lowest Bidder when the following requirements have been met:

- the Contract is for routine maintenance work with an Engineer's estimate less than $300,000 and the project does not include federal funds,
- the low Bidder withdraws its bid,
- the second lowest Bidder agrees to perform the work at the unit bid prices of the low Bidder,

Article 3.4.2 Bonds is supplemented by the following: Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds $100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than $50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and Contract Documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

Article 3.4.5 List of Quoting Suppliers and Subcontractors is supplemented by: The Inspector shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

Article 4.3., "Insurance" is replaced by Section VI. "Insurance" under the Special Conditions of this contract.

Article 4.7., "Certificate of Interested Parties (Form 1295)", is added:

Contractors must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/tec/1295-Info.htm

The Contractor, upon award and request by the Mobility Authority, is required to complete and submit Form 1295 if the Contractor has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or

2) Has a value of at least $1 million.

Item 3 is further supplemented by the following:

Article 3.11 Indemnification. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE INSPECTOR, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

- IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,

- IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE INSPECTOR, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE INSPECTOR, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE INSPECTOR THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-

SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATIONS UNDER THE CONTRACT DOCUMENTS SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

Article 3.12 Ownership of Documents. All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

Article 3.13 Adequacy of Design. It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE. Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

Article 3.14 Inspection and Audit. Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

- Contractor compliance with the Contract Documents,
- compliance with County's business ethics policies,
- compliance by other contractors or subcontractors with contracts with County or Contractor, and
- compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this article.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

Special Provision to Item 4
Scope of Work

Item 4, Scope of Work of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.7 Dispute and Claims Procedure is deleted and replaced, in its entirety, by the following:

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the County office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Inspector initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Inspector's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

In the event the issue cannot be resolved in the timeframe established by the County or renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Inspector its written objection to the decision within thirty (30) days of such decision by the Inspector, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the County issues notice to the Contractor that they are in default, the date the County terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Special Provision to Item 5
Control of the Work

Item 5, Control of the Work of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.2 Plans and Working Drawings is supplemented by the following:

The Contractor shall submit to the Inspector, with such promptness as to cause no delay in its own work or in that of any other contractor, one (1) stamped/reviewed copy, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record 's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record 's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

Article 5.4 Coordination of Plans, Specifications, and Special Provisions. The second paragraph of this article shall be replaced, in its entirety, by the following paragraph:

Numerical dimensions govern over scaled dimensions. In the event of any conflict between the terms set forth in the Contract, Standard Specifications, Special Provisions and Special Conditions, the following shall serve as a guide in determining which of said documents shall control over the other (listed in descending order of most controlling to least controlling): Special Conditions, Special Provisions, Standard Specifications/General Requirements and Covenants and the Contract. Job-specific plan sheets govern over standard plan sheets.

Article 5.10 Inspection is supplemented by the following:

5.10.1 County-Inspector Relationship. The Inspector will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Inspector as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Inspector. The Inspector will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Inspector.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Inspector being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Inspector, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

5.10.2. Professional Inspection by the Construction Inspector. The Inspector shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Inspector shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Inspector shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Inspector shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

Article 5.11 Final Cleanup is supplemented by the following: In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Inspector may do so, or cause same to be done, at the Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

5.12.2.2. Final Inspection. Replace this section with the following:

5.8.12.2.a Punch List. The Contractor shall notify the Inspector in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Inspector, the Contractor shall furnish to the Inspector, in writing, a detailed list of unfinished work, also known as the Punch List. The Inspector will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

5.12.2.2.b Final Completion and Acceptance. The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Inspector written notice that the Punch List has been completed, the Inspector shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Inspector, shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Inspector shall advise the Contractor, in writing, of the Inspector's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Inspector's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, Legal Relations and Responsibilities of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7.2.4 Public Safety and Convenience is supplemented by the following: The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- all employees on the Work and all other persons who may be affected thereby:
- all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
- other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Inspector, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Inspector for their records. The Contractor shall also immediately send the County and the Inspector a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of the Work.

Article 7.3 Laws to be Observed. The first sentence of the second paragraph is voided and replaced by the following: This Contract is between Hays County and the Contractor only.

Article 7.15 Protecting Adjacent Property. is supplemented by the following:

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from

any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE INSPECTOR, THE GEC, AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.

Article 7.16 Responsibility for Damage Claims is supplemented by the following:

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable.

Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

Item 7 is further supplemented by:

Article 7.21 Texas Hazardous Communication Act. THE TEXAS HAZARD COMMUNICATION ACT, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.

Special Provision to Item 8
Prosecution and Progress

Item 8, Prosecution and Progress of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.2 Subcontracting is supplemented by the following. Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions. All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- preserve and protect the rights of the County, the Inspector, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- require that such work be performed in accordance with the requirements of the Contract Documents;
- require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
- require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
- obligate each subcontractor specifically to consent to the provisions of this article.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Inspector before the Subcontractor shall be allowed to commence work.

Article 8.3.1.4 Standard Workweek is supplemented by:

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Inspector or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Inspector shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Inspector; provided, however, before the Inspector may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Inspector a written description of the cause of such delay.

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Inspector is caused by such stoppage of said work, shall be paid by the County to the Contractor.

Article 8.7 Default of Contract. The paragraph entitled "Contracts with Performance Bonds" is supplemented by the following:

In case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

- The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, the County will be entitled to retain the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or

- The County, under sealed bids, after twenty-one (21) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the County shall be entitled to retain the difference.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.12.2.2.b. herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Inspector as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

Article 8.8 Termination of Contract. The following section shall be added to Article 8.8:

8.8.3. Termination for Convenience. In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Contract for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Contract for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

Item 8 is further supplemented by the following:

Article 8.9 Workers and Equipment. Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work. At the written request of

the Engineer, immediately remove from the work locations any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer. The Engineer may suspend the work without suspending working day charges until the Contractor complies with these requests. No illegal alien may be employed by any Contractor for work on this Project, and a penalty of $500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

Special Provision to Item 9
Measurement and Payment

Item 9, Measurement and Payment of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 9.5 Progress Payments. The first sentence is replaced by: On or before the first Wednesday of each month, the Contractor shall submit to the Inspector a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Inspector, is acceptable. The Inspector shall either examine and approve by signature or modify and approve such modified statement.

The Inspector shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Inspector's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Inspector that the Inspector has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, and further less all previous payments and all further sums that may by retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Inspector, pay a reasonable and equitable portion of the retained percentage to the Contractor, if any; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the conditions stated under Article 9.8.

As a minimum, invoices shall be on the form provided by the County and include: (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address, (2) County contract number, (3) Identification of items or service as outlined in the Contract Documents, (4) Quantity or quantities, applicable unit prices, total prices, and total amount and (5) Any additional payment information which may be called for by the Contract Documents.

Payment inquiries should be directed to the GEC.

Article 9.8 Retainage is deleted and replaced, in its entirety, by the following: The Owner will withhold 5% retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

Article 9.9 Payment Provisions for Subcontractors is further supplemented as follows: THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE INSPECTOR, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

Article 9.10. Final Payment is supplemented by: At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- Defective work not remedied or other obligations hereunder not completed.
- Claims filed or reasonable evidence indicating the probable or potential filing of claims.
- Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to the County or another contractor's work, material or equipment.
- Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
- Reasonable indication that the Work will not be completed within the contract time.
- Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

Special Provision to Item 500
Mobilization

For this project, Item 500, "Mobilization," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 500.1., "Description," is supplemented by the following:

Work for this Item includes submissions required by the Contract

Article 500.2., "**Measurement,"** is voided and replaced by the following:

500.2. Measurement. This item will be measured by the each per call out work order.

Article 500.3., "**Payment,"** is voided and replaced by the following:

500.3. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid at the unit price bid for "Mobilization" and "Mobilization (Emergency)." This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work specified.

Special Provision to Item 502
Barricades, Signs and Traffic Handling

Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.1., "Description," is supplemented by the following:

Temporary work-zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 edition of MASH may continue to be used throughout their normal service lives. An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices are not approved, or are not self-certified after the December 31, 2019, date. In such case, devices that meet NCHRP-350 or MASH-2009 may be used regardless of the manufacture date.

Such TWZ traffic control devices include: portable sign supports, barricades, portable traffic barriers designated exclusively for use in temporary work zones, crash cushions designated exclusively for use in temporary work zones, longitudinal channelizers, truck and trailer mounted attenuators. Category I Devices (i.e., lightweight devices) such as cones, tubular markers and drums without lights or signs attached however, may be self-certified by the vendor or provider, with documentation provided to Department or as are shown on Department's Compliant Work Zone Traffic Control Device List.

Article 502.4., "Payment," is supplemented by the following:

Truck mounted attenuators and trailer attenuators will be paid for under Special Specification, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable Changeable Message Signs will be paid for under Special Specification, "Portable Changeable Message Sign." Portable Traffic Signals will be paid for under Special Specification, "Portable Traffic Signals."

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 506.1., "Description." The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a Notice of Intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.

1.2. Notice of Intent (NOI). Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

1.3. Notice of Change (NOC). Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.

1.4. Notice of Termination (NOT). Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

Section 506.3.1, "Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities," is supplemented by the following:

3.1. Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement stormwater and erosion control practices; will oversee and observe stormwater control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. Daily monitor reports shall be maintained and made available upon request. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and maintain and make available upon request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- "Environmental Management System: Awareness Training for the Contractor" (English and Spanish) (Approximate running time 20 min.), and
- "Storm Water: Environmental Requirements During Construction" (English and Spanish) (Approximate running time 20 min.).

The Contractor responsible person environmental (CRPE), alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and maintain and make available upon request the certificate of completion. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- "Revegetation During Construction,"
- "Construction General Permit Compliance," and
- "Construction Stage Gate Checklist (CSGC)."

Training and associated fee will not be measured or paid for directly but are subsidiary to this Item.

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

Texas Department of Transportation

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.	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.
				Cut: each 6,000 LF	
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	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	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.

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
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.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	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)

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	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.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	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.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
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.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
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.

This is a guide for minimum sampling and testing.
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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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Testing frequency may need to be increased for high material variability or when test results approach specification limits.

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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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
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			

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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
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.

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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
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.

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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 #.

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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.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services to transfer funds to software maintenance and licensing for permit and inspection management software in the Fire Marshal Fee Code Fund and amend the budget accordingly.

BECERRA/MIKE JONES

Summary:

Funds are requested for the renewal permit and inspection management software utilized by the Fire Marshal. This software has been funded in the OES general fund budget, will now be covered through the Fire Marshel Fee Code Special Revenue Fund.

Fiscal Impact:

Amount Requested: $4,800
Line Item Number: 064-665-00.5429

Budget Office:

Source of Funds: Fire Marshal Fee Code Fund (Special Revenue)
Budget Amendment Required Y/N?: Yes
Comments: N/A
$4,800 - Increase Software Maintenance 064-665-00.5429
($4,800) - Decrease General Supplies 064-665-00.5201

Auditor's Office:

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

Attachments

Fire Safety Technical Services Quote

7308 Kapok Ln
Austin, TX 78759
512-410-0001

www.fireplanreview.com

Federal EIN: 45-3173159

INVOICE

Invoice # **1482**

Date: **10/1/2022**

To: Office of Emergency Services
Hays County
810 S Stagecoach Trail, Ste 1200
San Marcos, TX 78666
Via email to Mark Wobus (mark.wobus@co.hays.tx.us)

Date	Description	Amount Due
10/1/2022	FireInspection360 (www.hayscountypermits.com) permit and inspection management software. $400 / month x 12 months Covers subscription period of 10/1/2022 – 9/30/2023	$4,800.00

Total Amount Due **$4,800.00**

Thank you for your business. Please send payment within 21 days of receiving this invoice.
Make checks payable to:

Fire Safety Technical Services LLC
7308 Kapok Ln
Austin, TX 78759

Thank you,

Brent Meisenheimer
brent@fireplanreview.com

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Sheriff Gary Cutler

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Corporal David Marshall and Corporal David Maddocks to attend the Crisis Negotiations Conference on November 14-17, 2022, in Scottsdale, Arizona. **INGALSBE/CUTLER**

Summary:

Out-of-state travel is needed to send Cpl. David Marshall and Cpl. David Maddocks to attend the Crisis Negotiations Conference on November 14-17, 2022, in Scottsdale, Arizona.
This conference will provide thought-provoking seminars taught by leading crisis negotiations instructors in the country. Timely incident debriefs will be presented. By attending, Marshall and Maddocks will be able to enhance their negotiations tactics, sharpen leadership skills and promote professionalism in crisis negotiations. Funding for registration and travel expenses including hotel, per diem, rental car, and airfare fees will be paid for out of the Sheriff's Office Continuing Education Fund.

Fiscal Impact:

Amount Requested: $4,800
Line Item Number: 001-618-00.5551

Budget Office:

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

Auditor's Office:

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Sheriff Gary Cutler

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Criminalist Kate Frederick to attend the Forensic Investigation Course on November 14-18, 2022, in Youngsville, North Carolina. **INGALSBE/CUTLER**

Summary:

Out-of-state travel is needed to send Criminalist Kate Frederick to attend the Forensic Investigation Course on November 14-18, 2022, in Youngsville, North Carolina. By attending this course, Ms. Frederick will learn the methods of collection, identification, evaluation, and preservation of physical evidence. This course will provide Ms. Frederick with hands-on training using forensic tools to help execute the best crime scene investigation mission possible. Funding for registration and travel expenses including hotel, per diem, rental car, and airfare fees, will be paid for out of the Sheriff's Office Continuing Education Fund.

Fiscal Impact:

Amount Requested: $3,600
Line Item Number: 001-618-00.5551

Budget Office:

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

Auditor's Office:

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Vickie Dorsett
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Smith

Agenda Item:
Amend various departments Fiscal Year 2023 operating budget to add funding for FY22 approved equipment purchases that were not received by year-end and remove funding for approved purchases rolled to FY23 but were received by year-end. **INGALSBE/SMITH/DORSETT**

Summary:
During the FY23 budget process prior to adopting the budget, the Purchasing Department works with each county department to identify open purchase orders for equipment and projects that have been approved by Commissioners Court that may not be received by the FY22 year-end of 9/30/22. This list is provided to the Budget Office in order to roll-over budgets to the next fiscal year. The first five items listed below were anticipated to be received by 9/30/22, while the remaining four items were not anticipated to be received. Funding for items that were rolled and not anticipated to be received by 9/30 will be used to cover some of the items that were not rolled.

1. $31,904.88 - Constable Pct. 1 Office - Longhorn Harley-Davidson (motorcycle approved 8/9/22)
2. $31,197.81 - Constable Pct. 4 Office - Longhorn Harley-Davidson (motorcycle approved 8/9/22)
3. $6,888.50 - Office of Emergency Services - Global Industrial Equipment (50 fire hoses approved 8/16/22)
4. $16,030.22 - Building Maintenance - JM Engineering (Govt Ctr RTU#12 repairs approved 8/23/22,addtl funds 9/20/22)
5. $3,093.00 - Building Maintenance - Beckwith Electronics (CCaL CR#2 microphone replacements approved 5/10/22)
6. ($14,711.00) - District Court - Tangram (Magistration office furniture received 9/27/22)
7. ($2,263.00) - Information Technology - Dell Marketing (Constable Semi-Rugged Laptops received 9/26/22)
8. ($1,040.00) - Information Technology - Dell Marketing (Constable Semi-Rugged Laptop accessories received 9/26/22)
9. ($1,800.00) - Elections - Amazon (Cannon Scanners data supplies)

Fiscal Impact:
Amount Requested: $69,302
Line Item Number: Various

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: These were unanticipated expenses for FY23 as they were expected to be received by year-end, request additional funding needed be moved from County Wide to the appropriate line items.
$31,905 - Increase Constable 1 Vehicles_Capital 001-635-00.5713_700
$31,198 - Increase Constable 4 Vehicles_Capital 001-638-00.5713_700
$6,889 - Increase OES General Supplies 001-656-00.5201
$16,031 - Increase Building Maintenance Misc. Equipment_Capital 001-695-00.5719_700
$3,093 - Increase Building Maintenance Misc. Equipment_Operating 001-695-00.5719_400
($14,711) - Decrease County Wide Office Equipment_Capital 001-645-00.5711_700
($2,263) - Decrease IT Computer Equipment_Operating 001-680-00.5712_400
($1,040) - Decrease IT Data Supplies 01-680-00.5202
($1,800) - Decrease Elections Computer Equipment_Operating 001-655-00.5712_400
($69,302) - Decrease County Wide Misc. Improvements 001-645-00.5741

Auditor's Office:
Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022
Requested By:
Sponsor: Commissioner Ingalsbe

Agenda Item:
Accept and approve the Hays County ARPA LFRF Project Rationale for Eastside Regional Park, related to use of American Rescue Plan Act funds for acquisition of parkland on the east side of San Marcos, in Precinct 1; approve letter agreement between Hays County and the City of San Marcos recognizing a combination of funds for the project; and amend the budget accordingly. **INGALSBE**

Summary:
Hays County and the City of San Marcos have executed an Interlocal Agreement for the acquisition of former Quail Creek Golf Course. The above-referenced rationale supports use of ARPA funds, in combination with 2020 Hays County Park Bond funds, for the County's portion of that acquisition cost.

Fiscal Impact:
Amount Requested: $6,600,000
Line Item Number: 011-763-99-159.5600_005 ($6M)
154-811-97-389.5600_005 ($600k)

Budget Office:
Source of Funds: ARPA Fund and Voter Approved Park Bond Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
$6,000,000 - Increase ARPA Quail Creek Eastside Park Contributions 011-763-99-159.5600_005
($6,000,000) - Increase ARPA Intergovernmental Revenue 011-763-99-159.4301
$600,000 - Increase Park Bond Quail Creek Eastside Park Contributions 154-811-97-389.5600_005
($600,000) - Decrease Park Bond General Contributions 154-800-97.5600

Auditor's Office:
Purchasing Guidelines Followed Y/N?: The City of San Marcos is a subrecipient of the County's ARPA Funding
G/L Account Validated Y/N?: Yes, Intergovernmental Revenue and Park Contributions
New Revenue Y/N?: Yes, 2nd Tranche ARPA Funding
Comments:

Attachments

ARPA Rationale
COSM Letter

2022

HCTX110_Quail Creek/Eastside Regional Park ARPA

HAYS COUNTY ARPA SLFRF PROJECT

HCTX110_Quail Creek/Eastside Regional Park

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1 QUAIL CREEK/ EASTSIDE REGIONAL PARK OVERVIEW

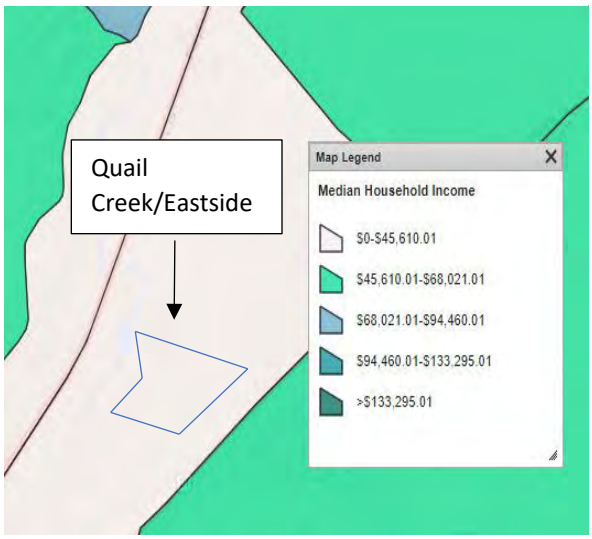
1.1 DESIGNATING A PUBLIC HEALTH IMPACT

U.S. Census data shows Hays County, Texas to be one of the fastest growing U.S counties, with a 58% increase in the number of households in the ten-year period from the 2010 Census to the 2020 Census. The City of San Marcos' population increased by 22,659 people in that same ten-year period. Population density is an effective predictor of cumulative COVID-19 infection cases in the U.S. at the county level[1] and as growth at the county and city levels is expected to increase, demand for green space(s) will also increase. One way to meet this demand is to acquire existing green spaces that are no longer being used as originally intended and repurpose them for a similar use by a larger portion of the population, e.g., former Quail Creek Golf Course on the east side of the city of San Marcos.

Figure 1: Location of Quail Creek/Eastside Regional Park

Hays County Quail Creek/Eastside Regional Park refers to the site of the former Quail Creek Golf Course, located at 2701 Airport Highway, in east San Marcos TX 78666. The Golf Course and its associated club were in operation from 1968 to 2018. The currently in-active site is bordered to the north by a residential area of single-family homes near Bogie Drive and undeveloped rural land, to the south by Union-Pacific railroad tracks, to the east by Airport Highway (Route 21), and to the West by the Blanco River (Figure 1)[2].

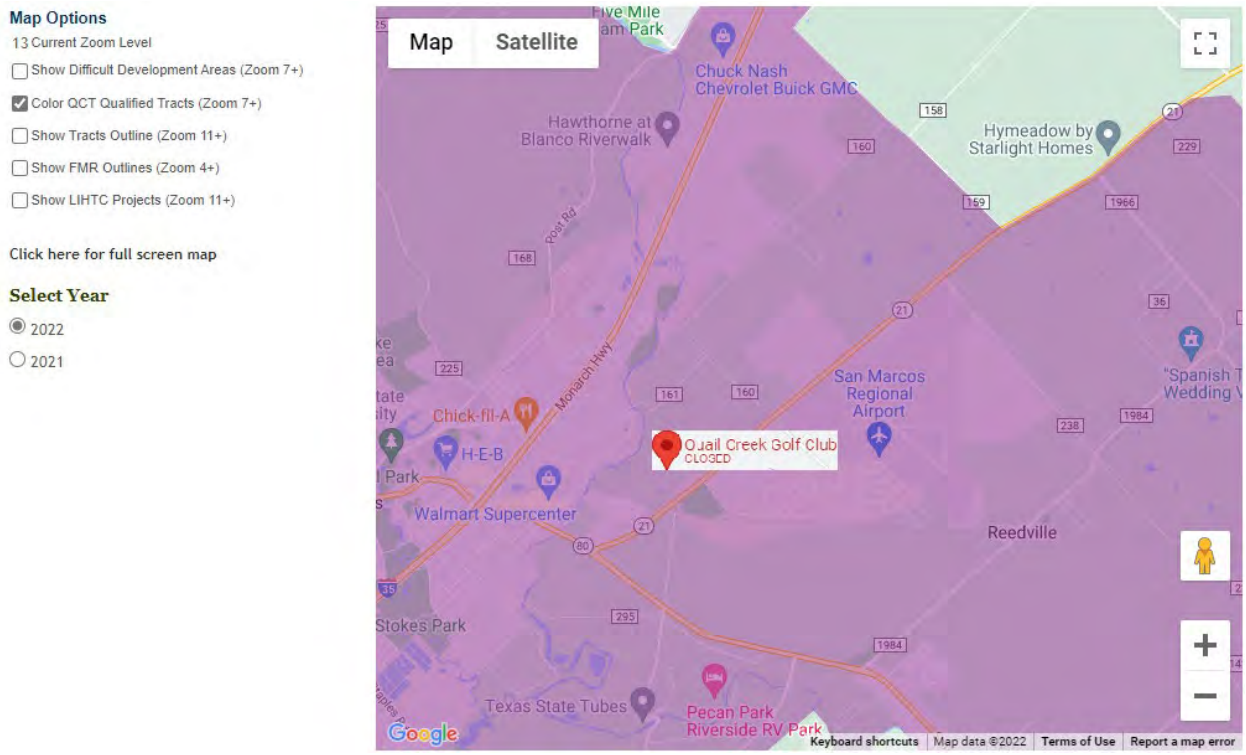
Figure 2: Quail Creek/Eastside Regional Park Median Household Income



The project site is located in a Qualified Census Tract (QCT). The US Treasury recognizes the disproportionate negative impacts experienced by systemically underserved communities are not novel to the COVID-19 pandemic and the economic downturn. Research shows that historically underserved communities that are experiencing economic and social disparities typically experience disproportionate impacts of economic downturns and natural disasters. Therefore, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) presumes that populations residing in QCTS were disproportionately impacted by the public health emergency or its negative economic impacts.

[1] Wong DWS, Li Y (2020) Spreading of COVID-19: Density matters. PLOS ONE 15(12):e0242398.
[2] Figure 1 Source: Google Earth Imagery

Figure 3: Qualified Census Tract



The Quail Creek/Eastside Regional Park is located in Census Tract 103.03 and has the lowest median household income range limit possible ($0 to $45,610.01; Figure 2)[3]. The area includes the third highest concentration of persons of Hispanic origins (28.18% – 47.80%; Figure 3), which is 1.5 to 2.5 times higher than the 2020 Hispanic population (18.9%) in the United States. The area's Black or African American population (4.89%- 13.33%; Figure 4) is on par with that of the 2020 Black or African American alone population (13.6%).

In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals, and Black individuals were 1.4 times more likely to do so than White individuals.[4] Recent data from the CDC shows that Black and Hispanic or Latino persons, respectfully, are 2.2 and 2.1 times more likely to be hospitalized for COVID-19 as well as 1.7 and 1.8 times more likely to die from the disease[5]. Rate ratios are compared to White, Non-Hispanic persons.

A county-level statistical analysis spearheaded by Rice University has found that early deaths statewide in Texas were disproportionately concentrated in Black and Hispanic communities.[6]

[3] Figures 2 through 4 are from https://egis.hud.gov/cpdmaps/

[4] Sebastian D. Romano et al., Trends in Racial and Ethnic Disparities in COVID–19 Hospitalizations, by Region—United States, March– December 2020

[5] Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity | CDC

Figure 3: Quail Creek/Eastside Regional Park Persons of Hispanic Origin

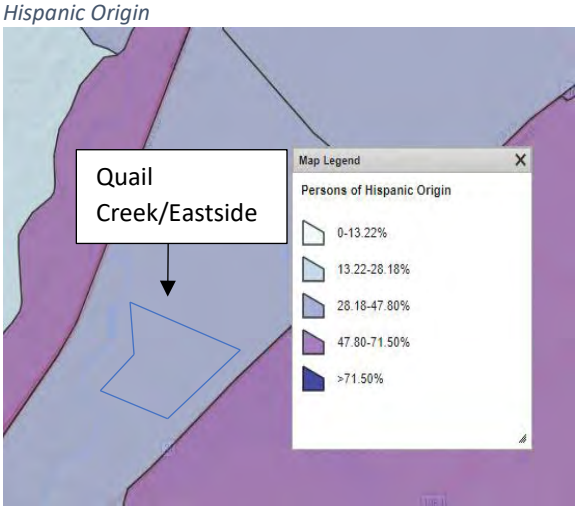
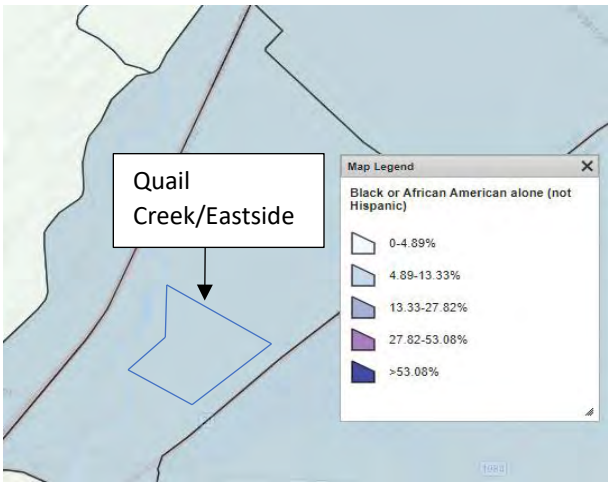


Figure 4: Quail Creek/Eastside Regional Park Black or African American Origin



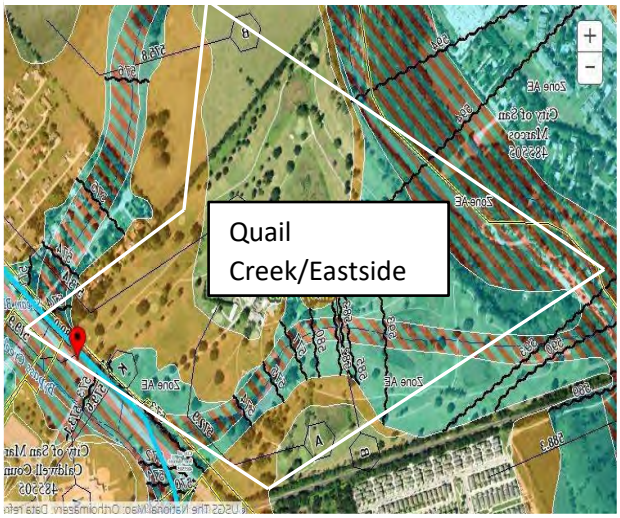
1.2 Designing a Response to a Pandemic Harm

People who are exposed to the greenest environments also have the lowest levels of health inequality among low-income households. Physical environments, like parks and trails, that promote good health can be important in reducing socioeconomic health inequalities.[7]

The county will use $6.0M in ARPA funds to acquire the 158-acre site to create a multi-use regional park. Once acquired the property will provide park and open space opportunities to the historically underserved population in San Marcos and the surrounding region, e.g., Cities of Buda and Kyle, in Hays County, TX. Anticipated recreational opportunities to be offered at the park, subject to programming and capital improvements, are hiking, biking, team sports (baseball), tennis, pickleball, and swimming. There are already tennis courts and an in-ground pool on-site, that would require restoration versus new construction.

The county would seek to incorporate youth baseball/softball activities that currently take place at Ramon Lucio Park, which is approximately 1.8 miles southwest, adjacent to the west side of I-35 and south of the portion of the San Marcos River that meanders through William & Eleanor Crook Park, into the former Quail Creek parkland. The site of the Ramon Lucio Park would be converted to open and remain as open space. The completed eastside regional park would also include water detention features such as rain gardens because approximately 50% of the site is in the 100-year flood plain; within that 50% is a regulatory

Figure 5: FEMA Flood Zones in Quail Creek/Eastside Regional Park



floodway along the site's western border, and, extending from the southwest corner to the center of the eastern border, which contribute to a history of flooding. Site acquisition will remove it from being a candidate for future intensive residential development, which would increase impervious cover, adding to downstream flood impacts (Figure 2)[8].

Providing a green space for use as a regional park, such as the former Quail Creek golf course, would help improve the level of health inequality among the area's low-income households by providing a space that has natural air flow, fewer people, and reduces chronic stress, all of which are known to decrease the spread of communicable diseases and improve the immune system's ability to protect the body from infection from communicable diseases, e.g., COVID-19[9].

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) responding to the public health emergency a program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community, including investments in communities to promote improved health outcomes and public safety such as parks and recreation facilities is eligible. Low-income households and populations, as well as QCT populations, are presumed to be disproportionately impacted.

Hays County will use SLFRF funding to address health disparities of a disproportionately impacted population by investing $6,000,000 to convert the former Quail Creek Golf Course into a regional park. This regional park project would also include incorporating baseball/softball activities that currently take place at Ramon Lucio Park. This smaller existing park is approximately 1.8 miles southwest of the former Quail Creek Golf Course, adjacent to the west side of I-35 and south of the portion of the San Marcos River that meanders through William & Eleanor Crook Park. The site of Ramon Lucio Park would be converted to and remain as open space.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

According to the Hays County Property Appraiser 2002 Notice of Appraised Value, the former Quail Creek Golf Course site (ref#12392) is appraised at $697,180.00.

Repurposing the site as a park is a much more desirable option as the site already includes existing facilities and amenities that can be re-purposed, e.g., cart trails to walking trails, or reconditioned and used as intended, e.g., in-ground swimming pool, ball courts, and pool house. The county will also install water detention features, such as rain gardens because approximately 50% of the site is in the 100-year flood plain. The natural configuration of the floodplain(s) within the site removes the desirability of residential development of the site; see also Figure 5.

The county could also choose to use treated wastewater and reclaimed water from the facility showers, sinks, and toilets, to irrigate the vegetated areas of the site as needed in between rain events. The high nutrient content of this treated wastewater reduces the need for chemical fertilizers. Thereby reducing

[9] García de Jalón et al., Providing Access to Urban Green Spaces: A Participatory Benefit-Cost Analysis in Spain, April 2020

maintenance expenses, while also conserving drinking water. Decreased use of chemical fertilizers will also help protect the water quality of the nearby Blanco River and improve the health of wildlife populations and their habitats[10].

Park systems are known to possess the following seven attributes that provide measurable economic value:

- property value
- tourism
- direct use
- health
- community cohesion
- clean water
- and clean air

Property Value and Tourism provide a city with direct income to its treasury. Increased property tax comes from the increase in property value created by proximity to a park(s), aka as the "hedonic value" by economists. Increased sales tax comes from the increased spending by tourists who would be visiting the eastside of San Marcos primarily because of the city's regional park. Property Value and Tourism also bolster the collective wealth of area residents through property appreciation and tourism revenue. For the sake of brevity, we have quantified the measurable economic benefit of property value that will be realized by the county.

Following the methodology of the Trust for Public Land's Measuring the Economic Value of a City Park System, quantification of a park's hedonic value can begin by assigning the conservative value of 5 percent as the amount that parkland adds to the assessed value of all dwellings within 500 feet of the former Quail Creek Golf Club. They arrive at 5 percent by taking an average of the percent value of studies that show excellent parks tend to add 15 percent to the value of a proximate dwelling and problematic parks can subtract 5 percent of home value.

The total assessed value of properties near parks is multiplied by 5 percent and then by the tax rate, yielding the increase in tax dollars attributable to park proximity[11] .

The 500-foot buffer around the former Quail Creek[12] includes condominiums in Blanco Village Apartments to the south, homes on Bogie Lane and an undeveloped parcel to the north, and residential parcels west of the Blanco River. The Hays County property appraiser only had values for a few parcels east of the site as that area includes the Gary Sports Complex[13]. The total appraisal amount of these parcels ($29,122,948.00), multiplied by the 5% average assumed value of the park ($1,456,147.40), times the current tax rate of $0.3867 per $100 valuation[14] yields that the county can anticipate an additional $5,630.92 in annual property tax because of the park.

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[10] Yalin Li, Wastewater in an asset – it contains nutrients, energy, and precious metals, and scientists are learning how to recover them, March 2019
[11] Trust for Public Land, Measuring the Economic Value of a City Park System, 2009.
[12] U. S. EPA NEPAssist, powered by ESRI
[13] Hays Central Appraisal District (CAD) Property Search using ref#12392, interactive map feature
[14] Hays County Public Notice of Meeting to Vote on Tax Rate – Posted Aug 26, 2021

Direct use, Health, and Community Cohesion, provide city residents with direct savings. The largest amount coming from residents' use of the city's free parkland and free (or low-cost) recreation opportunities, which saves them from having to purchase these items in the marketplace, e.g., a trip out of the area to a local bed and breakfast to enjoy the countryside. The health benefit is the direct savings in medical costs realized from the beneficial aspects of exercise in the park(s). Community Cohesion of people banding together to save and improve their neighborhood parks creates "know-your-neighbor" social capital, which helps ward off antisocial problems that would otherwise cost the city more money in police and fire protection, prisons, counseling, and rehabilitation[15].

Clean water and clean air provide environmental savings. Reduction in water pollution via the retention of rainfall by the park's trees, bushes, and soil reduces the cost of managing and treating stormwater, while the park's trees and shrubs absorb a variety of air pollutants, decrease heat, and emit fresh oxygen.

The quality-adjusted life-year (QALY) is a measure of the value of health outcomes. Since health is a function of length of life and quality of life, the QALY was developed as an attempt to combine the value of these attributes into a single index number. The basic idea underlying the QALY assumes that one year of life lived in perfect health is worth 1 QALY; where utility is set to values from 0 to 1 in increments of 0.05, where 0 = survivorship and 1 = optimal health and wellness, and is represented by the concept of consumer preference to buy consumables they can use or the school of political philosophy known as utilitarianism, i.e., actions are useful if they are for the benefit of a majority, so that 1 QALY = 1 Year of Life × 1 Utility. For this scenario utility represents the proposed park. The remaining QALYs from 0.95 to 0.05 can be calculated using the formula below provided by Prieto et al., 2003:

$$QALY = \left(\frac{\sqrt{1^2 + Utility^2}}{1.4142}\right).Time \quad \text{; when Time = 1.}$$

Example: Choosing a utility of 0.5, assuming a person is living with at least one chronic (but not life threatening) health challenge that is reducing their quality of life, e.g., arthritis, corresponds to a QALY of 0.796. So just one year of enjoying the proposed park improves their quality of life by 29% (0.7906-0.5000= 0.29)[16]. Expanding this example: suppose this same 0.5 utility person enjoys the proposed park for 20 years, we multiply the 0.796 QALY by 20 to show that this person's quality of life with the park is 15.18 QALY, whereas their 0.5 utility multiplied by 20 years without enjoying the park is 10 years.

The proposed use of $6.0M in SLFRF funding to acquire the site from the current owner and repurpose it as a regional park is reasonable.

[15] The Impact of Social Capital on Crime: Evidence from the Netherlands

[16] Luis Prieto and José A Sacristán, Problems and solutions in calculating quality-adjusted life years (QALYs), 2003.

2.2 Comparison of Proposed Capital Projects

SLFRF recipients are required to provide a comparison of their proposed capital project against at least two alternative capital expenditures and demonstrate the superiority of the proposed capital expenditure. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures. Hays County considered the alternative ARPA-eligible capital expenditures of 1) site improvements to Cape's Pond and 2) affordable multi-family housing. These alternatives are described below in detail.

2.2.1 Cape's Pond

Hays County acquired the 28.5-acre site known as Cape's Pond to provide multi-modal transportation connectivity between disconnected areas of San Marcos and local hike and bike trail systems. County Road 299, also known as Cape Street, is very dangerous for any form of transportation other than automobiles[17]. Installation of trails along this road would connect neighborhoods on the east side of San Marcos to existing trail systems that, after the I-35 underpass project is complete, will connect all parts of San Marcos. Additionally, the Emerald Crown Trail, a project that will connect Austin and San Marcos via the cities of Buda and Kyle, is planned to terminate at the San Marcos River only a few hundred feet downstream of the Cape's Pond site. Although parklands do exist east of I-35 in San Marcos, the residents of that area have been historically underserved by nearby improved park areas.

Hays County would invest $2.5M of ARPA funding to provide trail improvements, a hike/bike bridge over the San Marcos River, and capital improvements such as parking, structures, river viewing areas, and demonstrative drainage facilities, e.g., rain gardens, on the Cape's Pond site.

The $2.5M Cape's Pond project would serve to connect the east side of San Marcos to the region by installing improvements within a 28-acre county-owned site.

The 158-acre Quail Creek site is approximately 5.5 times larger in size than the 28.5-acre Cape's Pond Site. Multiplying the $2.5M cost of the Cape's Pond project by 5.5 totals $13.75M. Therefore, the overall project cost of $8.4M (including $6M in SLFRF) to repurpose a golf course, which includes existing infrastructure, into a regional park in a historically underserved area of East San Marcos is less than the cost of purchasing another parcel of the same size that would likely not include existing infrastructure.

2.2.2 Affordable Multi-Family Housing

Hays Co. can use ARPA funding for the development of affordable housing to increase the supply of affordable and high-quality living units, to individuals and households that were impacted by the pandemic in addition to those that were disproportionately impacted. The county could sell the former Quail Creek Gold Course parcel to a residential housing developer. They could receive anywhere from the appraised value of the site ($697,180.00) to $1M from the sale of the site.

Approximately 75 acres of the 158-acre site are in the 500-year floodplain or outside of any designated FEMA floodplain, per FEMA FIRM Panel 48209C0394F, effective September 2, 2005 (see also Figure 5). Approximately 75% of the site soils are dominated by LeB (1-3% slope) and LeA (0 to 1% slope), both of which are Lewisville silty Clay, while 25% of the site, specifically the northwest corner, is comprised of

[17] Connectivity, Recreational and Environmental Options Expanded with Cape's Pond Project|2020

Sunev silty clay loam (0 to 1% slopes)[18]. The Sunev soils poorly drain due to its propensity to crumble and are known to expand when absorbing water and shrink upon drying out. Over time this can remove support from buildings and result in subsidence and allow soil fissures to develop. These fissures can facilitate the deep penetration of water when moist conditions or runoff occurs. Therefore, approximately 25 acres of the site that are outside of a 100-year floodplain are not suitable for development, leaving total area suitable for development to be 50 acres.

Given the limited area remaining for construction of affordable housing, to maximize site use multi-family development would be favored. The City of San Marcos development code, revised January 2017 allows a maximum of 16 units per gross acre and allows a 75% maximum impervious cover. This would allow for 600 units to be built on 37.5 acres; assume the unit types would be varied as follows:

- 200 units – one bedroom
- 200 units – two bedroom
- 200 units – three bedroom

The City of San Marcos' zoning code, Chapter 20 subsections 305.060 Density Housing requires that for the purposes of calculating housing costs, household/unit size shall be as listed below. The corresponding FY 2022 low-income limits for the Austin-Round Rock TX Metropolitan Statistical Area (MSA), which includes Hays Co., are also provided (City of Austin, 2022 HOME and CDBG Program Income Limits by Household Size Effective Date: June 15, 2022)[19].

- 1-bedroom units shall be based on the median income for a household of two (2); $88,250
- 2-bedroom units shall be based on the median income for a household of three (3); $99,250
- 3-bedroom units shall be based on the median income for a household of four (4); $110,300

Based on home purchase prices being approximately 2/3 or 66.6% of a person's gross annual salary, which are represented by the income limits, and number of units available to each of the three listed household types, a developer would make a total of $39,706,666.67 on the sale of the units.

However, 2022 development costs per square foot (Cost to Build a Home in San Marcos, Texas updated Oct 2021)[20] in San Marcos are $131. This amount multiplied by 1,633,500 sq. feet in 37.5 acres totals $213,988,500.00, i.e., it will cost a developer this amount to develop 37.5 acres of the former Quail Creek Golf Course as affordable multi-family housing. The difference in the development costs and the amount the 600 units would ideally sell for, leaves a loss of $174,281,833.33 for the developer. The site's floodplain configuration, the high cost of development and the low likelihood of selling the parcel detract from the desirability of residential development of the site.

[18] USDA Web Soil Survey at https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx
[19] City of Austin, effective June 15, 2022 at 2022 Area Median Family Income Limits
[20] Cost to Build a House in San Marcos, Texas updated Oct 2021

3 ELIGIBILITY

3.1 FINAL RULE[21]

(b) Responding to the public health emergency or its negative economic impacts. A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in paragraph (b)(1) of this section or is enumerated in paragraph (b)(3) of this section; provided that, in the case of a use of funds for a capital expenditure under paragraphs (b)(1) or (b)(3) of this section, the use of funds must also meet the criteria provided in paragraph (b)(4) of this section. Treasury may also articulate additional eligible programs, services, or capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

> (1) Identifying eligible responses to the public health emergency or its negative economic impacts.
>
> > (i) A program, service, or capital expenditure is eligible under this paragraph (b)(1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.
> >
> > (ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

The county's proposed acquisition and conversion of the former Quail Creek golf course into a regional park on the east side of the city of San Marcos will be a capital investment in the public health and safety to residents of an area that has been historically underserved by nearby park areas.

3.2 DISPROPORTIONATELY IMPACTED COMMUNITIES[22]

The following households, communities, small businesses, and nonprofit organizations are presumed to be disproportionately impacted by the public health emergency or its negative economic impacts:

(A) Households and populations residing in a qualified census tract.

3.3 CAPITAL EXPENDITURE

The total expected capital expenditure for the Quail Creek/East Side Regional Park is $8.4M total, $6.0M of which would be ARPA SLFRF. The final rule clarifies a recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for a capital expenditure that is provided to a disproportionately impacted household, population, or community, including Investments in communities to promote improved health outcomes and public safety such as

[21] 31 CFR 35.6(b)

parks. Spending $6.0M to assist with acquisition of a 158-acre former golf course, to repurpose it as a regional park, which has been closed to the public since 2018 and includes existing functional infrastructure and amenities, is an investment in the historically underserved east side of San Marcos. The park will provide measurable, and long-term public health and safety, as well as environmental and economic benefits to the east side community and to the surrounding region (details are in Section 2.1).

3.3.1 Explanation of why a capital expenditure is appropriate

Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures.

Neither Hays County nor the City of San Marcos currently have a similarly sized site, with existing infrastructure and other features and amenities, e.g., sports courts, walking trails, etc., that are common in public parks that would provide public health and safety benefits to the historically underserved community of the east side of San Marcos. While the Gary Softball Complex is also located in east San Marcos, it is east of Airport Road (Route 21), and it does not have walking trails, or sports courts open to non-formalized playing teams, or offer much in the way of passive recreational opportunity.

3.3.2 Description of the harm or need to be addressed

Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

In Section 1.1 evidence is provided that demonstrates the need for the capital expenditure in detail.

3.3.3 Explanation of why a capital expenditure is appropriate

For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

The former Quail Creek golf course is a 158-acre site that has much of the infrastructure already in place, i.e., buildings, water piping, trails, sports courts, parking lots, that would otherwise have to be designed, purchased, and constructed to convert any other type of site of the same size into a regional park. The use of the site as a former golf course and associated country club will provide the proposed regional park with amenities that most other regional parks have to wait years to install, i.e., inground swimming pool, extensive golf cart trails that can be converted into walking trails. A comparison of alternatives is presented in Section 2.2.

Office of General Counsel
Hays County Historic Courthouse
111 East San Antonio Street, Suite 202
San Marcos, Texas 78666
(512) 393-2219
Fax (512) 392-6500

October 7, 2022

Jamie Lee Case
Interim Director
Parks and Recreation
City of San Marcos, Texas
Via email to JCase@sanmarcostx.gov

Dear Jamie:

In anticipation of closing the transaction for the purchase of the former Quail Creek golf course, I am writing to clarify how Hays County intends to fund its obligations under the Interlocal Agreement between the City and the County, executed on or about August 23, 2022.

The Interlocal Agreement references use of $6,600,000 in 2020 Hays County Parks Bond funds, as was originally considered in the City's funding request with the Parks and Open Space Advisory Commission. However, upon further consideration, the Hays County Commissioners Court believes it is prudent to draw from a combination of funds to meet its obligation: $6,000,000 from Hays County American Rescue Plan Act ("ARPA") funds and $600,000 from 2020 Hays County Parks Bond funds.

Particularly, since use of ARPA funds requires compliance with 2 CFR §200 (which should not be an issue in the context of a real estate transaction) and qualifies the City as a Subrecipient of Hays County ARPA funds (CSLFRF Assistance Listing Number - Hays County ALN 21.027), I wanted to notify you of this change and provide the City with an opportunity to seek clarification.

If you have any questions or concerns, please don't hesitate to contact me. Otherwise, please indicate your agreement to this change by signed below and returning an executed copy to me.

Sincerely,

Mark Kennedy
General Counsel

Agreed: _____
BY:
TITLE:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry H. Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to approve an extension of time request for Pape-Dawson to continue schematic design of improvements to Beback Inn Road in Precinct 1. **INGALSBE/BORCHERDING**

Summary

Pape-Dawson has been designing improvements to Beback Inn Road. An extension of time is needed in order for this work to continue.

Attachments

Beback Inn CO #1

Hays County Transportation Department Change Order Request Form

Date: August 31, 2022 Contract Performance Date: August 24, 2021

Project Name: Hays County - Beback Inn Road PS&E

Contract #:

Contractor/Consultant: Pape-Dawson Engineers

Change Order Number: 1

Change in Scope Necessitating Change-Order:
Time extension to complete coordination and finalize schematic

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$ 346,850.00
Net Amount of Previously Authorized Change Order:	$ 0.00
Net Amount for this requested change order:	$ 0.00
Total Contract Amount with all Change orders:	$ 346,850.00
Original Contract Performance Length:	365 Days
Net previous schedule change orders:	365 Days
Net schedule adjustment requested this change order	160 Days
Total performance days with change orders	525 Days

Contractor: Dennis Seal, P.E. Sign Date 08/31/2022

Hays County: Sign Date

PAPE-DAWSON ENGINEERS

August 31, 2022

Mr. Jerry Borcherding, PE
Director of Transportation
Hays County
2171 Yarrington Road
San Marcos, Texas 78666

Via E-mail: jerry@co.hays.tx.us

Re: Hays County- Centerpoint Rd. at Viewpoint Dr. and Beback Intersection Improvements
Project No.: 51289-00
Additional Services Request (ASR) No. 01

Dear Mr. Borcherding:

This letter is to request a time extension for the above referenced project.

Original Contract Performance Length:	365 Days
Time Extension Request:	160 Days
Total performance days with change orders:	525 Days

Note: There is no budget increase.

We appreciate the opportunity to work with you on this project. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Pape-Dawson Engineers, Inc.

Brian Allen, P.E., CFM, LGPP
Senior Project Manager

Attachments:

- Hays County Change Order Form

O:\MARKETING\PROPOSALS\LETTERS\2022\08\220831b2 (P3574-22) AUS ASR 1 51289-00.docx

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on October 25, 2022 to establish a 4-way stop location on Crosswinds Parkway at the intersection with Gulfstream Trail in Crosswinds subdivision. **INGALSBE/BORCHERDING**

Summary

In response to a request by the subdivision development management group within Crosswinds subdivision, there is a need to establish a 4-way stop location at this intersection for ease of traffic flow and safety on Crosswinds Parkway.

Attachments

Map of Crosswinds Parkway & Gulfstream Trail

Crosswinds Parkway & Gulfstream Trail

Possible 4-way stop location.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30142525 in the amount of $1,973,434.14, and acceptance of the 2-year maintenance bond #EACX4027598 in the amount of $177,239.50 for Sunset Oaks subd., Section 4, Phase 2B. **INGALSBE/BORCHERDING**

Summary

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

Attachments

Sunset Oaks 4:2B backup documents

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

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

September 21, 2022

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

RE: Sunset Oaks subdivision, Section 4, Phase 2B

Dear Commissioners and Judge:

Josh Janysek, P.E. with BGE, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Sunset Oaks subdivision, Section 4, Phase 2B, release the subdivision bond #30142525 in the amount of $1,973,434.14, and accept the 2-year maintenance bond #EACX4027598 in the amount of $177,239.50. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Jerry H. Borcherding

Jerry Borcherding, P.E.
Director
Hays County Transportation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30142525 in the amount of $1,973,434.14, and acceptance of the 2-year maintenance bond #EACX4027598 in the amount of $177,239.50 for Sunset Oaks subd., Section 4, Phase 2B.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 11, 2022	

LINE ITEM NUMBER

AUDITOR'S USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

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

08/24/2022

RE: Sunset Oaks Section 4 Phase 2B
Water, Sewer, Street & Drainage Improvements
PCIP 2021-36078
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On August 24, 2022, I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Sunset Oaks Section 4 Phase 2B Water, Sewer, Street & Drainage Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

Josh Janysek, P.E.
Project Manager – Construction

cc: James Parman, Hays County
Justin Ivicic, Maxwell SUD
Brent Reeh, Aqua
Bill Barton, Lennar

Endurance

Endurance Assurance Corporation

Texas Maintenance Bond

Bond #: EACX4027598

Know all men by these presents:

That we, Dale Lowden Excavating LLC, hereinafter referred to as the Principal, and, Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, as Surety are held and firmly bound unto Hays County hereinafter referred to as the Obligee, in the sum of One Hundred Seventy Seven Thousand Two Hundred Thirty Nine Dollars and 50/100, $ 177,239.50, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a written agreement for a project known as Sunset Oaks 2B - Erosion, Drainage and Street Construction on the _____ day of _____ in the year _____, in accordance with the General Conditions, Drawings, and Specifications mentioned therein, which contract is incorporated herein for the purposes of this agreement.

Now, therefore, the condition of this obligation is such that, if the Principal shall remedy any defects due to faulty materials or workmanship which shall appear within a period of Two (2) from the date of substantial completion, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that the Owner shall give Dale Lowden Excavating LLC and Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, notice of the observed defects with reasonable promptness.

Signed and sealed this 9 day of September, 2022.

DALE LOWDEN EXCAVATING, LLC CORPORATE SEAL JULY 1988 STATE OF TEXAS

Principal: Dale Lowden Excavating LLC

By: _____

Name & Title: Susan Schnabel, Partner/CEO

Surety: Endurance Assurance Corporation

By: _____

Name: Scott D. Chapman, Attorney-in-Fact

(Attorney-in-Fact)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11221

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Scott D. Chapman, Misty Witt, Rosalyn Hassell, Elaine Lewis, Cheryl R. Colson**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1964 STATE OF TEXAS

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23
AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9 day of September, 20____.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: http://www.tdi. texas.gov

E-mail: ConsumerProtection@tdi. texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono de la compania para informacion o para someter una queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

Puede communicarse 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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: http://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 la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30142526 in the amount of $1,225,525.13, and acceptance of the 2-year maintenance bond #EACX4020580 in the amount of $116,997.96 for Sunset Oaks subd., Section 4, Phase 2A. **INGALSBE/BORCHERDING**

Summary

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

Attachments

Sunset Oaks 4:2A backup documents

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

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

September 21, 2022

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

RE: Sunset Oaks subdivision, Section 4, Phase 2A

Dear Commissioners and Judge:

Josh Janysek, P.E. with BGE, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Sunset Oaks subdivision, Section 4, Phase 2A, release the subdivision bond #30142526 in the amount of $1,225,525.13, and accept the 2-year maintenance bond #EACX4020580 in the amount of $116,997.96. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Jerry H. Borcherding

Jerry Borcherding, P.E.
Director
Hays County Transportation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30142526 in the amount of $1,225,525.13, and acceptance of the 2-year maintenance bond #EACX4020580 in the amount of $116,997.96 for Sunset Oaks subd., Section 4, Phase 2A.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 11, 2022	

LINE ITEM NUMBER

AUDITOR COMMENTS:

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

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

SUMMARY

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

08/16/2022

RE: Sunset Oaks Section 4 Phase 2A
Water, Sewer, Street & Drainage Improvements
PCIP 2021-35588
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On August 16, 2022, I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Contractor personnel, Aqua, Maxwell and Hays County. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Sunset Oaks Section 4 Phase 2A Water, Sewer, Street & Drainage Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

Josh Janysek, P.E.
Project Manager – Construction

8/16/2022

STATE OF TEXAS
JOSHUA K. JANYSEK
134412
LICENSED
PROFESSIONAL ENGINEER

cc: James Parman, Hays County
Justin Ivicic, Maxwell SUD
Brent Reeh, Aqua
Bill Barton, Lennar

Endurance

Endurance Assurance Corporation

Texas Maintenance Bond

Bond #: EACX4020580

Know all men by these presents:

That we, Dale Lowden Excavating, LLC, hereinafter referred to as the Principal, and, Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, as Surety are held and firmly bound unto Hays County, Texas hereinafter referred to as the Obligee, in the sum of One Hundred Sixteen Thousand Nine Hundred Ninety Seven Dollars and 96/100, $ 116,997.96, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, said Principal has entered into a written agreement for a project known as Sunset Oaks 2A - Erosion, Drainage, Street Construction on the _____ day of _____ in the year _____, in accordance with the General Conditions, Drawings, and Specifications mentioned therein, which contract is incorporated herein for the purposes of this agreement.

Now, therefore, the condition of this obligation is such that, if the Principal shall remedy any defects due to faulty materials or workmanship which shall appear within a period of Two (2) from the date of substantial completion, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that the Owner shall give Dale Lowden Excavating, LLC and Endurance Assurance Corporation, 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, notice of the observed defects with reasonable promptness.

Signed and sealed this 30 day of August, 2022.

DALE LOWDEN EXCAVATING, LLC CORPORATE (SEAL) SEAL JULY 1988 STATE OF TEXAS

Principal: Dale Lowden Excavating, LLC

By: _____

Name & Title: Sean L. Schnabel, Partner/CEO

Surety: Endurance Assurance Corporation

By: _____

Name: Scott D. Chapman

(Attorney-in-Fact)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11221

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Scott D. Chapman, Misty Witt, Rosalyn Hassell, Elaine Lewis, Cheryl R. Colson**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE	Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE	LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1964 STATE OF TEXAS	BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30 day of August, 2022.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: http://www.tdi. texas.gov

E-mail: ConsumerProtection@tdi. texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono de la compania para informacion o para someter una queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

Puede communicarse 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
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: http://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 la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the County Judge to execute Supplemental Agreement No. 5 for a time extension to the Professional Services Agreement between Hays County and Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County. **INGALSBE/BORCHERDING**

Summary

Continued ROW Coordination services on the FM 110 North project necessitates an extension of work by one year. The original Agreement was executed on or about October 31, 2017.

Attachments

LAN Amendment #5

SUPPLEMENTAL AGREEMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT

This Supplemental Agreement No. 5 ("Supplemental No. 5") to the **Professional Services Agreement dated October 31, 2017,** is made this _____ day of October, 2022 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Lockwood, Andrews & Newnam, Inc. (hereinafter referred to as "Contractor"). The County and Contractor are sometimes hereinafter collectively referred to as "the parties to this Agreement" or "the parties." The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

SUPPLEMENTS: The following is supplemented and incorporated into the original agreement.

The Completion Date cited in section 4 is hereby amended to May 31, 2023.

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 Supplemental Agreement No. 5 to the Professional Services Agreement is hereby executed this the _____ day of October, 2022 as is evidenced by the authorized signatures of the Parties, below.

LOCKWOOD, ANDREWS & NEWNAM, INC.

_____
PHIL MEADERS
VICE PRESIDENT

HAYS 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

Date: 10/11/2022

Requested By: Jerry H. Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve an increase in Pape-Dawson fee to convert the engineered plans for the Centerpoint Road Capital Improvement Project to bid/contract format rather than an in-house constructed project and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**

Summary:

This project was originally slated to be accomplished by in-house crews; however, it has been determined the Transportation Department does not have the manpower to accomplish the task. This agenda item will authorize Pape-Dawson to convert the plans to bid/contracted format.

Fiscal Impact:

Amount Requested:$57,000
Line Item Number: 020-710-00.5448_008

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4) since amended contract exceeds 25% of the original contract.
G/L Account Validated Y/N?: Yes, Contract Services Consultant
New Revenue Y/N?: N/A
Comments:

Attachments

Centerpoint Road - Additional Services

Hays County Transportation Department Change Order Request Form

Date: August 30, 2022 Contract Performance Date: April 9, 2019

Project Name: Centerpoint Road Improvements from Beback Inn Road to Viewpoint Drive

Contract #: _____

Contractor/Consultant: Pape-Dawson Engineers

Change Order Number: 4

Change in Scope Necessitating Change-Order:
Additional design phase services for roadway and drainage improvements along Centerpoint Road from Beback Inn Road to Viewpoint Drive.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$ 41,670.00
Net Amount of Previously Authorized Change Order:	$ 71,950.00
Net Amount for this requested change order:	$ 57,000
Total Contract Amount with all Change orders:	$ 170,620
Original Contract Performance Length:	85 Days
Net previous schedule change orders:	365 Days
Net schedule adjustment requested this change order	190 Days
Total performance days with change orders	640 Days

Contractor: Dennis Seal, P.E. Sign _____ Date 08/30/2022

Hays County: _____ Sign _____ Date _____

August 30, 2022

Mr. Jerry Borcherding, PE
Director of Transportation
Hays County
2171 Yarrington Road
San Marcos, Texas 78666 Via E-mail: jerry@co.hays.tx.us

Re: Hays County- Centerpoint Rd. at Viewpoint Dr. and Beback Intersection Improvements
Project No.: 51078-00
Additional Services Request (ASR) No. 04

Dear Mr. Borcherding:

This letter is to request funding for additional services for the above referenced site. These services are considered above and beyond previously authorized work, and include the following:

I. CONSTRUCTION DOCUMENTS (TASK 301) $30,040

Complement existing Centerpoint Rd/ Viewpoint Dr planset to meet public bidding requirements including the following items:

- Traffic control plans (TCP) and storm water pollution prevention plan SW3P.
  - TCP Typical Sections.
  - TCP Narrative.
  - TCP Layout Sheets.
  - TCP Misc. Details.
  - EPIC.
  - SW3P Narrative.
- Develop detailed retaining walls sheets.
- Develop opinion of construction cost.
- Develop construction schedule.
- QAQC and submittals.
  - Develop milestone 100% planset for final County review.
  - Submit final PS&E planset for construction.
- Develop Project Manual.

II. BIDDING PHASE SERVICES (TASK 401) $6,030

- Attend Pre-Bid Meeting.
- Respond to Bid Questions.
- Analyze contractor's bid and make recommendation for award.

III. CONSTRUCTION SERVICES (TASK 402) $16,490

- Attend Pre-Construction Meeting.
- Review material submittals, RFIs and change orders.
- Field meetings with County Inspector and contractor.
  Note: Up to three (3) meetings are expected with Hays County, utility providers and/or property owners. If additional meetings are required, a request for additional services may be submitted.
- Revise plans per County request.
- Provide contractor with plans clarification.

IV. PROJECT MANAGEMENT (TASK 501) $5,245

- Coordinate project team to meet schedule and deliverables.
- Prepare and submit project invoices.
- Attend one (1) project meeting with County.

THIS ASR ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Excludes WPAP updates and modifications. Can be provided with an Additional Service Request (ASR).*
- *Excludes water quality, detention, and compensatory floodplain fill mitigation design. These tasks can be provided with an Additional Service Request (ASR) if TxDOT or FEMA requires this analysis/design.*
- *Excludes utility relocates. Can be provided with an Additional Service Request (ASR).*
- *Excludes Geotechnical analysis and pavement design.*
- *Excludes ROW and boundary survey. Can be provided with an Additional Service Request (ASR).*
- *Assumes Waters of the US delineation is not required. If TxDOT requires this analysis/design a PCN to the USACE of cultural resources investigation will be required and can be provided with an Additional Service Request (ASR)*
- *Agency review fees, impact fees, and platting fees are not included herein.*
- *This ASR does not include the preparation of as-built or plan of record drawings except as noted.*
- *Should this project encounter a cave during construction, significant coordination with regulatory agencies may be required to develop a closure plan. Should you require Pape-Dawson to assist with development of a closure plan, the engineering fee can be proposed prior to proceeding with the work.*
- *Additional services required by the Client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- *Proposed fee excludes coordination with Client's lender, attorney, and property seller relative to loan, property closing agreement, etc.*
- *ASR excludes travel expenses.*

SUMMARY OF SCOPE AND FEES

				Centerpoint/ Viewpoint Intersection
I.	Construction Documents	Task 301	*Lump Sum*	$30,040
II.	Bidding Phase Services	Task 203	*Lump Sum*	$6,030
III.	Construction Services	Task 205	*Lump Sum*	$16,490
IV.	Project Management	Task 501	*Lump Sum*	$5,245
			Totals:	**$57,805**

A budget increase of **$57,805** is the estimated cost of Pape-Dawson's current understanding of the additional services identified above. Upon approval of this ASR by the Client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 9th day of April 2019.

We appreciate the opportunity to work with you on this project. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Pape-Dawson Engineers, Inc.

Brian Allen, P.E., CFM, LGPP
Senior Project Manager

Attachments:

- Hays County Change Order Form
- Exhibit A - Fee Schedule

O:\MARKETING\PROPOSALS\LETTERS\2022\08\220830a3 (P3440-22) AUS ASR 4 51078-00.docx

EXHIBIT A

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding, P.E., Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 7 in the amount of $200,000.00 to the Professional Services Agreement between Hays County and Johnson, Mirmiran, & Thompson, Inc. for professional design services on the FM 110 Middle project in Precinct 1, as part of the TxDOT/Hays County Partnership Program; authorixe a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary:

The Professional Services Amendment increases the contract cap by $200,000.00 from $1,750,000.00 to $1,950,000.00. This will allow for the execution of Supplemental No. 6 to Work Authorization No. 2 which authorizes JMT to perform FEMA permitting for the San Marcos River and Bypass Creek as well as extends the termination date to July 31, 2024. This PSA Amendment also updates sub-consultant K. Friese & Associates, Inc. Exhibit II - Hourly Rates.

Fiscal Impact:

Amount Requested: $200,000.00
Line Item Number: 033-801-96-514.5621_400

Budget Office:

Source of Funds: Pass Thru Road Bond 2016 Fund
Budget Amendment Required Y/N?: Yes
Comments: 2008 Voter Approved Road Bond issued in 2016.
$200,000 - Increase FM110 Middle Engineering 033-801-96-514.5621_400
($200,000) - Decrease General Road Bond Construction 033-800-96.5611_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since contract amount is more than 25% of original contract amount
G/L Account Validated Y/N?: Yes, Engineering Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

FM110Middle-JMT-PSASupplemental7

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 7
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF HAYS §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, *(the "County")* and Johnson, Mirmiran, & Thompson, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on April 2, 2013; Supplement No. 1 on February 11, 2014; Supplement No. 2 on January 10, 2017; Supplement No. 3 on February 12, 2019; Supplement No. 4 on January 28, 2020; Supplement No. 5 on September 8, 2020; Supplement No. 6 on July 13, 2021; and,

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to $1,748,345.00 (through Supplement No. 6); and,

WHEREAS, the "***Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $1,750,000.00 (through Supplement No. 6); and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from $1,748,345.00 to $1,948,656.00.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $1,750,000.00 to $1,950,000.00.
III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the ***County*** and the ***Engineer*** have executed this supplemental agreement in duplicate,

ENGINEER:	**COUNTY:**
Johnson, Mirmiran, & Thompson, Inc.	Hays County, Texas
By:_____	By:_____
Signature	Signature
Matthew J. Werner	
Printed Name	Printed Name
Vice President	
Title	Title
October 3, 2022	
Date	Date

Carlos A. López, P.E.
10/4/2022

EXHIBIT II

HOURLY RATES

FIRM NAME:	K. Friese & Associates, Inc.
Labor/Staff Classification	**FY 2023 Fully-Burdened Labor Rates Per Hour**
Senior Project Manager	$ 290.00
Senior Engineer	$ 230.00
Design Engineer	$ 160.00
EIT	$ 140.00
Senior GIS Operator	$ 135.00
Admin / Clerical	$ 135.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release the subdivision bond #CMS0348837 in the amount of $609,482.61, acceptance of the maintenance bond #PB03016800896 in the amount of $71,362.24, and acceptance of the revegetation bond #PB03016800897 in the amount of $24,472.80 for 6 Creeks subdivision, Phase 1, Section 8B. **SHELL/BORCHERDING**

Summary

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

Attachments

6 Creeks 1:8B accept construction backup

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

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

September 21, 2022

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

RE: 6 Creeks subdivision, Phase 1, Section 8B

Dear Commissioners and Judge:

Becky Carroll, P.E. with Pape-Dawson Engineers, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 8B, release the subdivision bond #CMS0348837 in the amount of $609,482.61, accept the 2-year maintenance bond #PB03016800896 in the amount of $71,362.24, and accept the 1-year revegetation bond #PB03016800897 in the amount of $24,472.80. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Jerry Borcherding, P.E.
Director
Hays County Transportation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #CMS0348837 in the amount of $609,482.61, acceptance of the 2-year maintenance bond #PB03016800896 in the amount of $71,362.24, and acceptance of the 1-year revegetation bond #PB03016800897 in the amount of $24,472.80 for 6 Creeks subd., Phase 1, Section 8B.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 11, 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

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

PAPE-DAWSON ENGINEERS

September 30, 2022

Mr. Jim Parman
Hays County Transportation Department
2171 Yarrington Rd
Kyle, TX 78640

Re: Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project:	6 Creeks-Phase 1, Section 8B
Date:	September 27, 2022
Developer:	HM 6 Creeks Development, Inc. 2901 Bee Caves Road, Suite F Austin, TX 78746
Consultant Engineer:	Pape-Dawson Engineers, Inc. Attn: Becky Carroll, P.E. 2000 NW Loop 410 San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle and Hays County and made a final visual observation of the above referenced project. The items noted during the final Hays County walk-through on August 31, 2022 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,
Pape-Dawson Engineers, Inc.

Becky Carroll, P.E.
Vice President

\\pape-dawson.com\sat-pd\81\41\25\Word\Letters\220927a1 HaysCo- Concurrence Letter.docx

Philadelphia Indemnity Insurance Company

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

Bond No. PB03016800896

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County as Obligee, in the penal sum of Seventy One Thousand Three Hundred Sixty Two and 24/100 ($71,362.24) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with HM 6 Creeks Development, Inc. for 6 Creeks Section Phase 1 Section 8B Hays County Development District - Roadway and Surface Drainage, which contract is hereinafter referred to as the "Contract."

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

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

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

SIGNED, SEALED AND DATED THIS 25th day of August, 2022.

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company
Surety

By: _____
Jeremy Farque, Attorney-in-Fact

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of August, 2022.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800897

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Obligee in the penal sum of Twenty Four Thousand Four Hundred Seventy Two and 80/100 ($24,472.80) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:
6 Creeks Section Phase 1 Section 8B Hays County Development District Revegetation Bond

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform oblige-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this 25th day of August, 2022.

DNT Construction, LLC	Philadelphia Indemnity Insurance Company
Principal	Surety
By: Dean Tomme, President	By: Jeremy Parque, Attorney-In-Fact

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizanees and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of August, 2022.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Commissioner Ingalsbe

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to adopt the Hays County FY 2023 Holiday Calendar. **INGALSBE**

Summary

Consideration and approval of the FY 2023 County Holiday Calendar for Courts and Departments planning purposes.

Attachments

Holiday Calendar FY 2023

HAYS COUNTY HOLIDAYS FOR 2023

NEW YEARS	JAN	02	MON
MARTIN LUTHER KING'S BIRTHDAY.....	JAN	16	MON
PRESIDENT'S DAY.....	FEB	20	MON
GOOD FRIDAY.....	APR	07	FRI
MEMORIAL DAY.....	MAY	29	MON
JUNETEENTH.....	JUN	19	MON
INDEPENDENCE DAY.....	JUL	04	TUE
LABOR DAY.....	SEP	04	MON
INDIGENOUS PEOPLES'/COLUMBUS DAY.	OCT	09	MON
VETERAN'S DAY.....	NOV	10	FRI
THANKSGIVING.....	NOV	22	WED
	NOV	23	THU
	NOV	24	FRI
CHRISTMAS.....	DEC	22	FRI
	DEC	25	MON
	DEC	26	TUE

PASSED AND ADOPTED THIS THE 11TH DAY OF OCTOBER 2022

HAYS COUNTY COMMISSIONERS' COURT

_____
County Judge

_____
Commissioner Pct. 1

_____
Commissioner Pct. 2

_____
Commissioner Pct. 3

_____
Commissioner Pct. 4

ATTEST:

_____
COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: TAMMY CRUMLEY

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Blair Wildlife Consulting, LLC, related to general administration and implementation of the Hays County Regional Habitat Conservation Plan and authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). **SHELL/T.CRUMLEY**

Summary:

BWC will assist Hays County on an as needed basis with the implementation of the Hays County Regional Habitat Conservation Plan (RHCP) and compliance with the associated ESA Section 10(a) Permit. Annual implementation services may include but are not limited to the following: general program management support, Permit and RHCP administration, research and general support services, annual reporting, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County.

Fiscal Impact:

Amount Requested: Not to exceed $48,560.00 for time and materials, without prior client approval, plus reimbursable expenses
Line Item Number: 151-756-00.5448

Budget Office:

Source of Funds: Habitat Conservation Plan Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4) for a professional service.
G/L Account Validated Y/N?: Yes, Contract Services
New Revenue Y/N?: N/A
Comments:

Attachments

PSA FY 2023 BWC
Exhibit A

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 **Blair Wildlife Consulting, LLC** hereinafter "Contractor"), whose primary place of business is located at 3815 Dacy Lane, Kyle, TX 78640, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of _____, 2022 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Perform environmental support services related to the Hays County Regional Habitat Conservation Plan (RHCP) and other Hays County Projects included but not limited to general management, administrative, research, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Tammy Crumley, Director of Countywide Operations, Alexandra Thompson, Natural Resources Manager, 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 "B"), 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 "B", 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 "A." 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 Forty eight thousand five hundred and sixty dollars ($48,560.00 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	Blair Wildlife Consulting,, LLC
By: Ruben Becerra	By: Jennifer Blair, CWB
Hays County Judge	Principal

EXHIBIT A

Scope of Work & Fee Schedule

-- EXHIBIT "B" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____
_____

C._____
_____

D._____
_____

E._____
_____

F._____
_____

G._____
_____

H._____
_____

I._____
_____

J._____
_____

K._____
_____

L._____
_____

EXHIBIT D

Certificate of Insurance

EXHIBIT A

BLAIR WILDLIFE CONSULTING

September 27, 2022

Mr. Mark Kennedy
111 E. San Antonio St., Suite 202
San Marcos, TX, 78666

Delivered via email to mark.kennedy@co.hays.tx.us

Re: Environmental Support Services for the Hays County Regional Habitat Conservation Plan and Other Hays County Projects, in Hays County, Texas (the "Project") for the 2022 – 2023 Fiscal Year (the "Proposal")

Dear Mr. Kennedy,

We are pleased to submit this proposal to Hays County for the 2022 -2023 fiscal year (October 1, 2022 through September 30, 2023) for continuing to provide environmental support services on an as needed basis with the implementation of the Hays County Regional Habitat Conservation Plan (RHCP) and other environmental services as needed and requested by the County.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and estimated fees are as follows.

TASK 22010 – HAYS COUNTY RHCP IMPLEMENTATION, PRESERVE ESTABLISHMENT, & GENERAL ENVIRONMENTAL SUPPORT SERVICES

BWC will assist Hays County on an as needed basis with the implementation of the Hays County Regional Habitat Conservation Plan (RHCP) and compliance with the associated ESA Section 10(a) Permit. Annual implementation services may include but are not limited to the following: general program management support, Permit and RHCP administration, research and general support services, annual reporting, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County.

A summary of the 2022 – 2023 Fiscal Year RHCP Preserve Management and Monitoring Tasks that will be required for each of the RHCP Preserve Lands is included below:

- **Quarterly Inspections**
  - Sentinel Peak Preserve
  - La Cima Preserve Expansion Conservation Easement Area

- **Preserve Baseline Reports & GCWA Surveys** (to be done during the 2023 GCWA breeding season)
  - La Cima Preserve (update of the preserve baseline vegetation analysis initially performed in 2010, CVA method, 200-meter grid with 140 data points)
  - Wildenthal Preserve (preparation of the initial baseline report, CVA method, 200-meter grid with 13 data points)
  - Sentinel Peak Preserve (preparation of the initial baseline report, CVA method, 300-meter grid with 65 data points)
  - La Cima Preserve Expansion Conservation Easement Area (preparation of the initial baseline report, CVA method, 200-meter grid with 128 data points)
- **Baseline Habitat Occupancy Surveys**
  - Sentinel Peak Preserve (to be performed across GCWA habitat areas immediately surrounding areas within the preserve in which public access is planned for in the future)

At the request of the Client(s) on an as needed basis, BWC will also provide general environmental support services for Hays County projects associated with environmental scoping, permitting, conservation easement establishments, and/or surveys.

TOTAL FEE: $48,560.00 TIME AND MATERIALS NOT TO EXCEED, WITHOUT PRIOR CLIENT APPROVAL, PLUS REIMBURSABLE EXPENSES

ADDITIONAL SERVICES

With the exception of the following additional service listed below, all other additional services, as requested by the Client, will be billed on a time-and-materials basis, in accordance with the attached Standard Rate Schedule or a separate proposal will be provided and amended to this Agreement upon approval.

TASK 22099 – ADDITIONAL ENVIRONMENTAL SUPPORT SERVICES

At the request of the Client(s), BWC will provide general environmental support services associated with the proposed project.

ESTIMATED BUDGET

BWC proposes to invoice work performed on a time and materials basis unless otherwise specified below.

TASK	DESCRIPTION	FEE	FEE TYPE	QUANTITY	TOTAL
22010	Hays County RHCP Implementation, Preserve Establishment, & General Environmental Support Services	$48,560.00	T&M, NTE	-	$48,560.00
22099	Additional Environmental Support Services	-	T&M	As Accrued	-
98099	Reimbursable Expenses		At Cost	As Accrued	-

ANTICIPATED SCHEDULE

This proposal can be renewed annually or revised as needed, at the request of the County. We can begin work immediately upon notice to proceed, and conduct any necessary tasks as expeditiously as possible. For federally-listed species Presence/Absence survey needs, surveys will be conducted between March 15 to July 1. Normally, we request 30 days to finish requested tasks/reporting upon completion of field work (if applicable), though report preparation can be expedited, if necessary with advance notice and coordination associated with the overall project schedule. We understand that these projects will be time sensitive and we will work with you to complete the proposed scope of work as expeditiously as possible.

SERVICES THAT ARE NOT PART OF THIS CONTRACT ARE AS FOLLOWS:

- ➔ Any additional environmental studies beyond those already outlined. Should additional studies be required not specifically identified above, a separate scope of work and cost estimate would be prepared and submitted to Client
- ➔ Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Blair Wildlife Consulting. LLC in the interest of the Project and will be invoiced at the actual cost to Blair Wildlife Consulting, LLC plus ten percent (10%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- » Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs
- » Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with the Rate Schedule attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BWC, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BWC to perform the services described herein. By either countersigning this Proposal or verbally authorizing BWC to proceed, the Client warrants and represents that it has obtained such permission. BWC is not responsible for any delays to project schedule due to site access limitations. All fees accrued for the project which include mobilization tasks will be billed in addition to the budget identified above, and according to

the hourly rate schedule, for any mobilization in which access becomes unavailable after authorization to mobilize has been received.

The Client shall provide the following items upon request of BWC in a timely manner and at no expense to BWC:

- Digital map files of the proposed project area in a useable GIS format (preferably ArcGIS shapefiles).
- All relevant environmental reports that have been performed on the subject property, including geologic assessments, karst geological and biological surveys, environmental site assessments, endangered species habitat assessments and surveys, and similar documents. All engineering data and design information provided to BWC by others is assumed to be reliable. BWC will make reasonable effort to ascertain the reliability of any environmental information provided by the client, but may request additional investigation if review of existing information differs from BWC professionals findings and/or opinions. BWC does not warrant the work of third parties supplying information used in the preparation of the reports.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall be made known to BWC prior to site mobilization.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc, BWC will notify the Client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

BWC's Standard Terms and Conditions and Hourly Rate Schedule are attached to the current contract and are incorporated into this Proposal by reference.

ASSUMPTIONS AND EXCLUSIONS

- If not executed on or before October 31, 2022, BWC reserves the right to modify the schedule and budget of this Proposal to reflect current working conditions
- Right-of-entry onto the subject property will be provided to BWC, including keys or combinations to locked gates. Any restrictions or special access requirements regarding the site shall be made known to BWC prior to site mobilization.
- Client understands that no warranties or guaranties are expressed or implied by BWC regarding the actions of any government agency, including local, state, or federal agencies, in connection with the project for which the services are performed.
- Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement are not included.
- Client understands that revisions to the project after providing notice to proceed requires additional time and materials, and will be billed at an additional cost outside of this current scope of work.

- ➔ Client understands that we are required to report observations of endangered species or their habitat, under certain circumstances, to the U.S. Fish and Wildlife Service, and Client will communicate any concerns regarding such reporting to us prior to notification to proceed.
- ➔ BWC is considered responsible for the performance of only those services described explicitly in this contract. Additional tasks can be performed under a separate agreement or as an addendum to this current contract.
- ➔ This agreement has been prepared for the Client to whom it is addressed. Any reports prepared as part of the services herein shall be for the exclusive use and reliance of said parties and shall not be conveyed to third parties without prior written authorization from BWC.

Thank you for the opportunity to continue to assist you with your project needs, and please don't hesitate to contact me if you have any questions or need additional information. We welcome the opportunity to discuss this proposal with you and go over any details about our proposed services and your project concerns. Please call me at 512-415-9772 so we can answer any questions. We look forward to continuing to work with you and greatly appreciate your consideration of our services.

Sincerely,

BLAIR WILDLIFE CONSULTING, LLC

Jennifer Blair

Jennifer Blair, CWB
Principal

BLAIR WILDLIFE CONSULTING

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal (the "Proposal") from Blair Wildlife Consulting, LLC, a Texas Limited Liability Corporation ("BWC") to Hays County, Texas (the "Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project") and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BWC and the Client.

1. Scope of Services: BWC will provide the services expressly described in the Proposal (the "Scope"). If in BWC's professional judgment the Scope must be expanded or revised, BWC will forward a change order agreement to the Client that describes the revision to the Scope (the "Change Order") and the increased fee associated therewith. The Client may approve a Change Order in writing, by electronic verification, or orally pursuant to Section 3 below.

2. Standard of Care: The standard of care for all services performed by BWC for the Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. The Client shall not rely upon the correctness or completeness of any design or document prepared by BWC unless such design or document has been properly signed and sealed by a licensed professional on behalf of BWC.

3. Client's Oral Decisions: The Client or any of its employees or agents with apparent authority may orally and with the express written consent of BWC: (a) make decisions relating to BWC's services under this Agreement, (b) authorize a Change Order and increased fee associated therewith, (c) direct BWC to forward information related to the Project to a third party, or (d) direct BWC to take any reasonable action in the interest of the Project. The Client may, from time to time, limit the authority of any or all persons to act orally on its behalf by providing seven (7) days notice to BWC. If BWC submits a Change Order by giving Notice to the Client then the Change Order shall be deemed accepted by Client unless the Client gives Notice to BWC that it rejects the Change Order not later than 10 business days after the Client receives the proposed Change Order.

4. Fees by Hourly Rate Schedule: If the Client requests BWC to perform services not included in the Proposal or an approved Change Order (including without limitation attending meetings and conferences on an as needed basis with public agencies), Client shall compensate BWC for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BWC may revise its Hourly Rate Schedule in January of each subsequent year.

5. Client Duties and Responsibilities: The Client shall inform BWC of any special criteria or requirements related to the Project or BWC's services and shall, in a timely manner and at its cost, furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information or title reports. BWC shall bear no responsibility for errors, omissions or additional costs arising out of its reliance upon such information supplied by the Client. Some services included in the Scope may, in BWC's discretion, require a current title report, and if so the Client shall timely and at its cost provide such a current title report to BWC. All off-site easements are the responsibility of the Client. Client shall indemnify and hold harmless BWC from and against any and all claims, demands, losses, costs, and liabilities, including without limitation, reasonable attorney fees and expenses incurred by BWC and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of BWC pursuant to this Agreement.

6. Exclusions from Scope: By way of illustration and not limitation BWC has no obligation or responsibility for the following unless specifically included in the Scope:

a. Favorable or timely comment or action by any governmental entity.

b. Taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services.

c. The accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface.

7. Payment Terms: BWC will invoice the Client monthly or more frequently based on a percentage of the work completed for fixed fee tasks, number of units completed for unit tasks, and actual hours spent that month for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BWC within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions.

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date and the Client has not timely and in good faith disputed the invoice as provided below, BWC shall have the right at its election by giving notice to Client to either (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BWC on behalf of the Client or any related Client entities, until all invoices are paid in full and BWC has received a retainer in such amount as BWC deems appropriate to be held as described in Section 8 below, or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 11 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. If BWC elects its rights under (a)(i) above BWC shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void, and any future schedule for the performance of services shall require the approval of both Client and BWC.

(b) If Client disputes any invoices submitted to it the Client shall give written notice to BWC within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BWC within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, then the Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BWC shall promptly negotiate in good faith to resolve any disputed portion of an invoice,

8. Retainer. Should (a) the Proposal require a Retainer or (b) BWC have exercised its right to require a Retainer prior to continuing work as provided in Section 7(a)(i) above, the Client shall deliver to BWC by good check a retainer to be held by BWC as an advance against future billings (the "Retainer"). This Retainer is not intended as the regular source of payment for invoices issued under to this Agreement. Instead the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed BWC under this Agreement should Client fail to timely pay invoices in accordance with Paragraph 7. If the retainer is applied during the course of the Agreement Client agrees to promptly replenish the retainer upon request of BWC. Upon the conclusion of this Agreement, or its earlier termination, then (i) the portion of the Retainer, if any, that exceeds the amount owed BWC shall be returned to Client upon request, or (ii) any amount owed BWC in excess of the Retainer shall be paid immediately to BWC by Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BWC by Client with respect to the Project or other projects.

9. Insurance. BWC and its employees are protected by workman's compensation, commercial general liability, and automobile liability insurance policies. Upon request of Client BWC shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on such coverage. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BWC's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BWC may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BWC shall give notice thereof to Client.

10. Potential Liability of BWC. The following provisions shall operate with respect to any potential liability of BWC arising under the Agreement.

(a) Client agrees that should it wish to assert that there is a breach, defect, error, omission or negligence in the services performed by BWC that Client believes creates liability on the part of BWC the Client must give written notice to BWC not later than the first to occur of (i) the beginning of any corrective work or (ii) thirty days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BWC shall have the opportunity to participate in decisions regarding the corrective work, and the Client shall insure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BWC and of its officers, directors, partners, employees, agents, and consultants, to Client and anyone claiming through Client shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BWC's comparative degree of fault) that resulted from the error, omission or negligent act of BWC in the performance of services under this Agreement.

(c) To the fullest extent permitted by law BWC and BWC's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

11. Termination: Either party may terminate the provision of further services by BWC under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party the provision of further services under this Agreement may be immediately terminated by the non-breaching party giving notice to the other party, and such notice may be given at any time after such material breach (including less than thirty (30) days after notice of termination for convenience). Client acknowledges that its failure to timely pay undisputed invoices is a material breach. After a termination for convenience the Client shall immediately following the termination date pay BWC for all services performed through the termination date; including reasonable costs of transitioning the Project to a new professional designated by Client, if applicable. Following any termination BWC shall have the right to withhold from the Client the use or possession of data and documents prepared by BWC for the Client under this or any other agreement with the Client, until all outstanding invoices are paid in full. Following any termination by BWC following a material breach by Client BWC shall have the right to withdraw any plans, applications or other documents filed with any governmental agency by BWC in its name on behalf of the Client.

12. Assignment: This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BWC may employ consultants, sub consultants, or subcontractors, as it deems necessary to perform the services described in the scope. Also, BWC may assign its right to receive payments under this agreement.

13. Ownership of Documents and other Rights of BWC: (a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by BWC as instruments of service shall remain the property of BWC up until such time as all monies due to BWC have been paid in full. At such time as all monies due to BWC have been paid in full, the Client may take possession of plans, documents and specifications prepared under this Agreement. If requested by BWC the Client (and Client's new professional if applicable) shall execute BWC's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate. If the Client or a party acting on the Client's behalf modifies the plans and specifications or reuses them on a different project the Client agrees to indemnify and hold BWC harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BWC provides Client with plans, information and specifications in an electronic or digital format ("Electronic Data") the Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data. The Client and BWC shall jointly retain all common law, statutory, and other reserved rights, including the copyright to all reports, plans, specifications, computer files, field data, notes and other documents prepared by BWC.

(b) BWC reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BWC for BWC to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

14. Covenants Benefiting Third Parties: BWC and Client acknowledge that from time to time third parties may request BWC to execute documents which benefit that third party. These documents may include certifications, consent of assignment, and waiver of certain of BWC's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BWC's sole discretion, and if BWC decides to so execute a Requested Covenant the language, terms and conditions of such Requested Covenant must be acceptable to BWC, at BWC's sole discretion.

15. Applicable Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without giving effect to conflicts of laws principles thereof.

16. Severability: If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

17. Entire Agreement and Modification: This Agreement and the attachments hereto contains the entire agreement of BWC and Client in respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof. Except for Change Orders authorized by Client either orally or by electronic verification this agreement may be amended, modified, or supplemented, but only in writing signed by all parties hereto. Signature by email transmission is permitted hereunder.

18. Waivers: The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and unless that writing provides otherwise shall waive only one instance of that condition or breach.

19. Notices: Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received when given in person or by a courier or a courier service, (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile, or (c) five business days after being deposited in the mail, certified or registered postage prepaid:

If to Client, addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal;

If to BWC, to the address set forth in the proposal; provided that for any notice given by Client pursuant to Paragraphs 10 or 11 a copy shall be sent to:

Blair Wildlife Consulting, LLC
c/o Rick C. Reed & Company, PLCC
321 Cheatham Street
San Marcos, Texas 78666
Attn: David Crumbaugh
Email: david@reedcocpa.com.com

Or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

20. No Third Party Beneficiaries: This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third parties any remedy, claim, liability, reimbursement, cause of action, or other right.

21. Headings, Counterparts, Certain Rules of Construction: The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include", "including", or "includes" shall be deemed to be followed by the phrase "without limitation". The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of the Client and to bind the Client to all of the terms and conditions of this Agreement. To the extent

that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

22. Estimates: Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BWC's judgment as a design professional familiar with the construction industry. Estimates do not represent a guarantee that proposals, bids or the construction cost will not vary from the estimates prepared by BWC. Client acknowledges that BWC has no control over contractors as to cost, timing or quantity matters, and further acknowledges that if Client desires greater accuracy as to construction costs it has the opportunity to employ an independent cost estimator.

23. Use of Work Prepared by Others: If the Scope requires BWC to use work prepared by other parties (e.g. drawings, surveys, computations, calculations, specifications) then unless otherwise disclosed by the Client in writing to BWC the Client warrants and represents that the Client has obtained the full and unconditioned prior written consent from such other party. If the Client discloses that it has not obtained such prior consent then the Client, at its expense, shall use its best efforts to obtain such consent, which consent shall be in a form that, in BWC's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. Unless the Scope specifically provides otherwise, BWC shall not be responsible for the accuracy, completeness, or correctness of work prepared by others.

24. Construction Means and Methods: Client acknowledges that BWC shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or any other person or entity performing work for the Project.

25. Shop Drawing Review: If specifically included in the Scope BWC shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BWC's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features. Client shall provide BWC with sufficient time in BWC's professional judgment to permit adequate review.

26. Plan and Permit Processing: If the Scope includes preparation of plans for review and approval by public agencies, submission and processing of such plans in a manner consistent with a normal course of business is included within the Scope. If the Client requests BWC to expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing other such services, these services will be performed by BWC at Client's request and as hourly rate services under Section 4 above. Except as described otherwise in the Scope, preparation and processing of permit applications will be performed at the Client's request and treated as hourly rate services under Section 4 above.

BLAIR WILDLIFE CONSULTING

2022 TIME & MATERIAL RATE SCHEDULE

CLASSIFICATION	HOURLY RATES
Principal	$150.00 - $175.00/HR
Senior Project Manager	$150.00 - $160.00/HR
Project Manager	$130.00 - $145.00/HR
Senior Biologist/Senior Environmental Scientist	$120.00 - $135.00/HR
Biologist/Environmental Scientist I	$80.00 - $85.00/HR
Biologist/Environmental Scientist II	$90.00 - $100.00/HR
Biologist/Environmental Scientist III	$100.00 - $110.00/HR
Environmental Technician	$65.00 - $75.00/HR
GIS Specialist	$75.00 - $125.00/HR
Depositions & Testimony	$325.00/HR
Expert Witness/Research	$250.00/HR
Administrative Professional	$50.00 - $75.00/HR

EXPENSES	RATE
Black & White copies	$0.05/ea
Color Copies	$0.60/ea
Black Line Plots (24x36)	$1.50/ea
Full Color Plots (24x36)	$12.00/ea
Off-Road 4x4 / UTV / ATV	$100.00/day
Mileage	IRS standard Rate
Other Expenses / Subcontracts	Cost

BLAIR WILDLIFE CONSULTING, LLC
512.415.9772
3815 DACY LANE, KYLE, TX 78640
blairwildlife.com

BLAIR WILDLIFE CONSULTING

REQUEST FOR INFORMATION

Client:

Contact name: _____

Legal Entity: _____

Address: _____

_____

Phone _____

Fax: _____

E-Mail: _____

Accounts Payable Contact:

Contact name: _____

Phone _____

E-Mail: _____

Billing Information:

Billing Entity: _____

Billing Address:
- ☐ Same as Legal Entity
- ☐ If different, please provide….

_____

_____

_____

Billing Requirements:

Invoice Due Date: _____

Requirements/Attachments: _____

Transmit Invoices Via:
- ☐ Mail hardcopies to the billing address above
- ☐ Transmit electronic copies to:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Tammy Crumley

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to award contract for RFP 2022-P11 Community Health Assessment to Initium Health and authorize staff and General Counsel to negotiate a contract. **BECERRA/T.CRUMLEY**

Summary

On July 19, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P11 Community Health Assessment. Purchasing received one proposal from Initium Health.

After evaluation of the proposal, the evaluation committee's recommendation is to pursue negotiations with Initium Health. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

Attachments

RFP 2022-P11 Final Tabulation

RFP2022-P11 Community Health Assessment
Bid Tabulation

Firm	Averages	
	Score	Rank
Initium Helath	83	1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Marcus Pacheco, Development Services Director

Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On- Site Sewage Facilities and allow issuance of On-Site Sewage System permit to the owner of 3331 Ranch Road 12, San Marcos, TX. **SHELL/PACHECO**

Summary

The property owner of 3331 Ranch Road 12 in Precinct 3 has applied for an On-Site Sewage Facility permit with Hays County Development Services to accommodate a non-single family residence development. Water service is being provided by Individual Private Well. The owner is requesting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities which specifies that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development Regulations." The property owner and applicant are in the process of bringing the property into compliance pursuant to the established Hays County Development Regulations under Subdivision Regulations Chapter 705 and those of the City of San Marcos Subdivision Regulations pursuant to the established 1445 Interlocal Agreement.

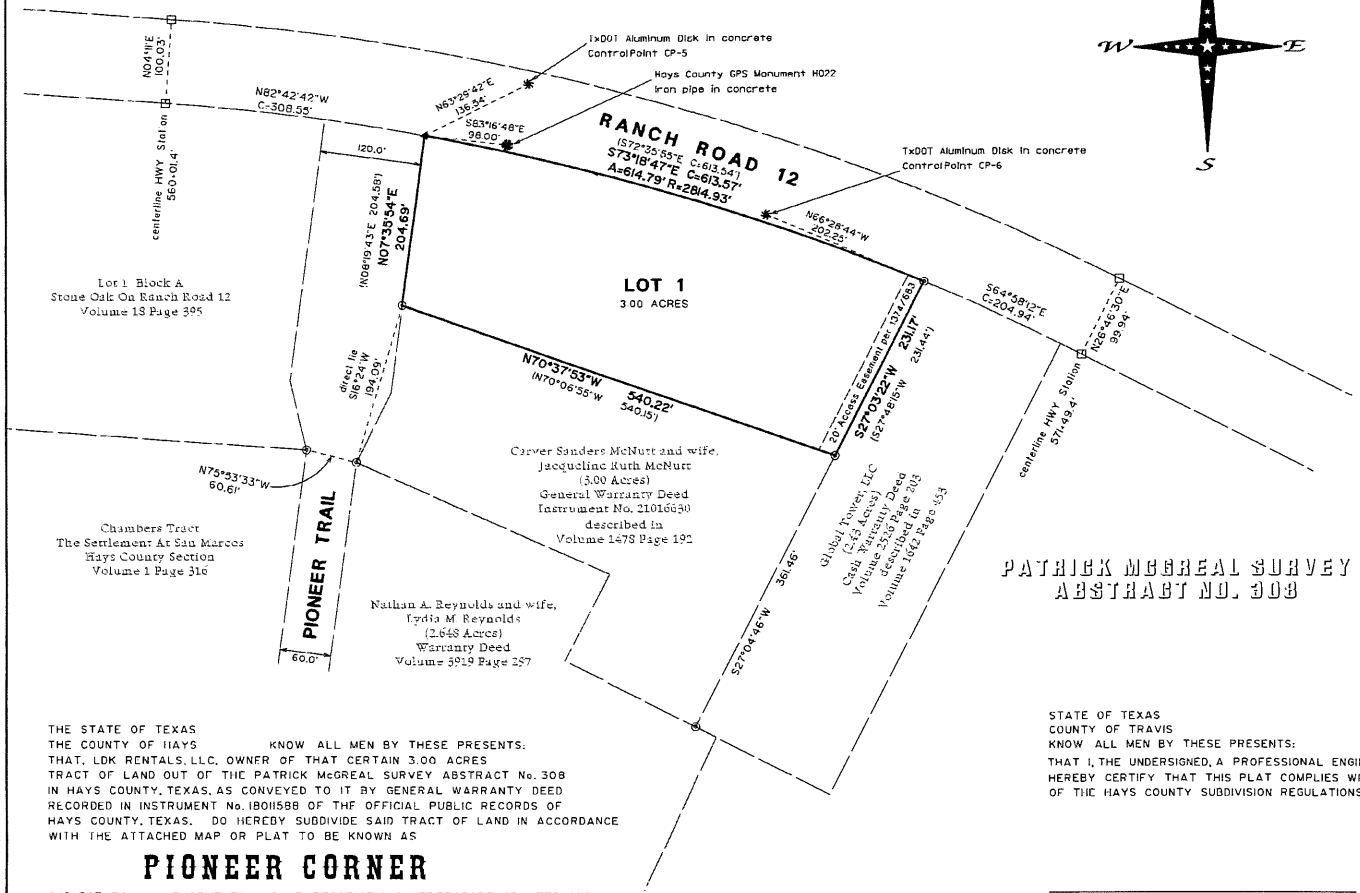
Attachments

Plat

Variance Request

PIONEER CORNER

SCALE: 1" = 100'



PLAT INFORMATION:

TOTAL AREA: 3.00 ACRES
TOTAL NUMBER OF LOTS: 1
AVERAGE SIZE OF LOTS: 3.00 ACRES
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5-10 ACRES: 0
NUMBER OF LOTS 2-5 ACRES: 1
NUMBER OF LOTS 1-2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

ORIENTATION NOTE:
The orientation for this plat was based upon the State Plane Coordinate System. (4204 -- Texas South Central Zone)

Legend

- ⊙ ½"Iron Rod Found
- □ Concrete Monument Found
- ▲ MAG Nail Found in rock

THE STATE OF TEXAS
THE COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS:
THAT, LDK RENTALS, LLC, OWNER OF THAT CERTAIN 3.00 ACRES TRACT OF LAND OUT OF THE PATRICK McGREAL SURVEY ABSTRACT No. 308 IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED RECORDED IN INSTRUMENT No. 18011588 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

PIONEER CORNER

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE _____ DAY OF _____ A.D., 20___.

_____
LAWRENCE DOVE Managing Member of
LDK RENTALS, LLC
4005-C BANISTER LANE SUITE 100
AUSTIN, TEXAS 78704

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LAWRENCE DOVE 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 IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

_____ _____
ANDREW DODSON, PE DATE
DODSON CIVIL GROUP
TX FIRM 20870

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER 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.

_____ _____
HOLT CARSON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704
FIRM 10050700

 1092084

PIONEER CORNER

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 (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUME NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

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
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

_____

ERIC VAN GAASBEEK R.S., C.F.M.
INTERIM FLOODPLAIN ADMINISTRATOR

THE STATE OF TEXAS
THE 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. 2021, AT ____O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE_____ DAY OF _____ A.D. 2021.

_____

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

APPROVED AND AUTHORIZED TO BE RECORDED ON____DAY OF _____20____

BY THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES OF THE CITY OF SAN MARCOS

_____

CITY OF SAN MARCOS DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

_____

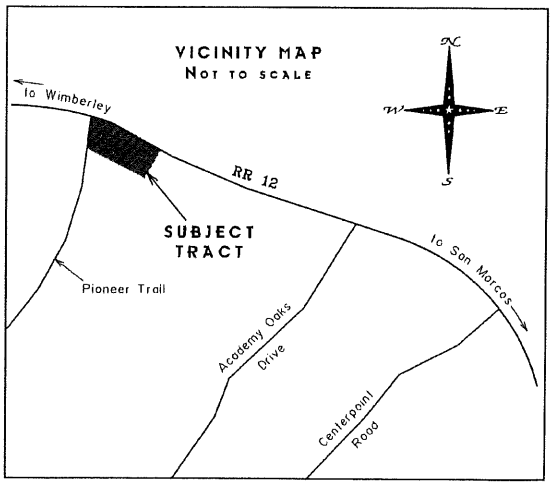
CITY OF SAN MARCOS RECORDING SECRETARY

_____

CITY OF SAN MARCOS ENGINEERING/CIP

PLAT NOTES:

1. THIS SUBIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.
2. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE SAN MARCOS INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No. 48209C 0370 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. WATER SERVICE WILL BE PROVIDED TO EACH LOT BY PRIVATE WATER WELL.
6. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ON-SITE SEWAGE FACILITY.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
9. THIS SUBDIVISION IS LOCATED WITHIN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT 2.
10. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE HAYS COUNTY STANDARD.
11. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.



 1092084

REQUEST FOR VARIANCE
APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?
A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?
Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?
Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?
Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?
1. COMPLETE THE APPLICATION FOR A VARIANCE: After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. SUBMIT APPLICATION: Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?
Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?
A fee of $100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.

REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only
Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: LDK Rentals, LLC

Property Owner's Mailing Address: 3432 Greystone Drive, Ste 103, Austin, Texas 78731

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 921-7000 e-Mail Address: lars.arcadian@gmail.com

IF APPLICABLE: Owner hereby gives Jon Thompson, J Thompson Professional Consulting permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

_____
Owner's Signature

STATE OF TEXAS
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(seal)

_____
Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting

Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Pioneer Corner

911 street address for the Subject Property, if established: 3331 RR 12, San Marcos, Texas 78666

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey Patrick McGreal Survey, A0308, 3.0 acres,

Abstract_____, Recorded (Vol/Page) 20009476

Hays Central Appraisal District Property ID Number: R16465

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 3

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

☒ Administrative Variance as follows (check all that apply):

- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
- ☒ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
- ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
- ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
- ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☐ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Section 711 - Local Policy for Submitting an OSSF (no specific section found)	The requirement is for a subdivision plat to be approved before an OSSF permit can be reviewed, approved, and a permit to construct can be issued.	This is an existing development that is need of repair and replacement of the OSSF. The platting is prepared but was waiting for the OSSF design to be prepared and submitted. The variance is to allow the OSSF plan to be submitted, reviewed, and the issuance of the permit to construct prior to the subdivision being approved but withholding the permanent license to operate until the plat is completed, approved, and recorded.
Hays County OSSF Regulations, Section 10(W)1	This requires that all OSSFs are required to be permitted regardless of lot size. however.	The variance being sought is to allow for the septic permit to be issued for construction

	if that lot is found to be in violation of the County's Development Regulations, then the permit	before the plat is approved but at least submitted so that the system can be installed
	cannot be issued until the Property is in compliance with the Development Regs.	for the public health and safety. Final approval would be withheld until the subdivision plat is approved and recorded.

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The property as it exists is residential apartments that have an existing OSSF that is failing and is undersized for the the property it serves. The owner has been trying to get the situation remedied but has taken awhile to get designs prepared that would be in compliance with what preliminary meetings with staff suggested would be acceptable with a minimum number of variances (this being one).

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The strict enforcement of the local policy of OSSF processing would prevent the Owner from repairing and replacing the existing non-compliant system with a new, compliant system until such time as the subdivision plat is recorded. During that time, the maintenance required to keep the existing system optimally operational is not only costly but is also a health and safety issue that can be rectified immediately if not for the need for platting the property (the original division of the land occurred before the current Owner purchased the property. The plat is prepared and ready to be submitted.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Quite the opposite to be detrimental to public heath, safety and welfare, the approval of this variance will actually promote and increase the public health, safety and welfare by having a new OSSF that is designed under the newer regulations with more stringent requirements than would have been required previously.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The system was installed on the property by the former owner and the system was originally designed for an office park use rather than residential use. The current Owner found out about the problem after the purchase.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

It will improve the functionality by allowing the proper disposal of treated effluent in a manner consistent with and in compliance with the County's adopted OSSF and Development Regulations.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Not applicable on this site.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

In this instance since it is normally required to have a plat finished and recorded prior to the submittal of the OSSF plan, the conflict will be resolved by the approval of this variance to help protect the public's health, safety and welfare concerns regarding the timing of the submittal, approval, and installation of the OSSF rather than waiting for the subdivision plat to be approved. (The subdivision plat will be submitted, reviewed, approved and recorded concurrently with the timing of the submittal, review, approval, and installation of the septic.)

****

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- [x] Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- [x] Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- [ ] Other – List any other supplemental information submitted with this Application:

****

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Jo Thompson

Print Name Jo Thompson

STATE OF TEXAS §
COUNTY OF ~~HAYS~~ Comal §

Subscribed and sworn to before me this 6 day of april, 20 22

Tammy DuBois

(seal)

TAMMY DUBOIS
Notary Public, State of Texas
My Commission expires
February 21,2026
ID No. 57342-7

Notary Public, State of Texas
My Commission expires: 2-21-25

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Marisol Villarreal-Alonzo

Sponsor: Judge Becerra

Agenda Item

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

BECERRA/VILLARREAL-ALONZO

Summary

On September 27, 2022, the Commissioners Court approved the execution of a Master Agreement with Fifth Asset, Inc. dba DebtBook for Lease and Subscription Based Technology Arrangement (SBITA) Management Software for compliance services related to Government Accounting Standards Board (GASB) Statements 87 and 96. The initial term end date of the Master Agreement was 9/29/23. Pursuant to the Agreement and Quote, the initial term end date is being amended to 9/29/25 in order for Hays County to lock in the discounted rate for three years.

Attachments

Revised - Master Agreement

Hays County, TX

Hays County, TX
712 S. Stagecoach Trail
San Marcos, TX 55940
US

Scot Woodland
Finance Officer
scot.woodland@co.hays.tx.us
(512) 878-6729

Reference: 20220726-161244867
Quote created: July 26, 2022
Quote expires: October 1, 2022
Quote created by: Kal Kadah
Account Executive
kal.kadah@debtbook.com
(770) 900-7643

Comments from Kal Kadah

This Quote is in reference to NCPA (National Cooperative Purchasing Alliance) Contract Number 14-03 between DebtBook and Region 14 Education Service Center. Further information is provided on the Order Form.

The proposed Quote includes: a 3-year price lock to support all of the County's obligations (Debt Management, Lease Management, SBITA Management) and GASB87 & GASB96 Compliance services.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
22 Guided Implementation Fee Tier 4 There is no Implementation Fee charged for Guided Implementation.	22GI4-3	1	$0.00	$0.00 for 3 years
22 Subscription Fee Tier 4 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	22ST4-3	1	$25,000.00 / year	$12,500.00 / year after $12,500.00 discount for 3 years

Subtotals

Annual subtotal	$12,500.00 after $12,500.00 discount
Total	**$12,500.00**

Questions? Contact me

Kal Kadah
Account Executive
kal.kadah@debtbook.com
(770) 900-7643

DebtBook
300 West Summit Ave, Suite 110
Charlotte, NC 28203
United States

ORDER FORM
RELATING TO A MASTER AGREEMENT WITH
REGION 14 EDUCATION SERVCICE CENTER

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide **Hays County, TX** ("**Customer**") with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the "**Master Agreement**") between DebtBook and Region 14 Education Service Center ("**Region 14 ESC**"), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance ("**NCPA**"), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the "**Administration Agreement,**" and together with the Master Agreement, the "**NCPA Agreements**") between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, and DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the "**Agreement**"). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

Order Details
Effective Date: 9/30/2022
Initial Term End Date: 9/29/2~~023~~ 2025 TT
Initial Pricing Tier: Tier 4
Billing Frequency: Annually
Payment Terms: Net 30

Services. Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services, in each case in accordance with the terms of the NCPA Agreements.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer's applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer's debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer's debt and lease obligations.

Billing. Unless otherwise provided in the Customer Documents, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's debt and lease obligations outstanding at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

HAYS COUNTY, TEXAS

By: _____
Name: RUBEN BECERRA
Title: COUNTY JUDGE

Notice Address

712 S. Stagecoach Trail
San Marcos, TX 55940
Attention: Scot Woodland
scot.woodland@co.hays.tx.us

Billing Contact

712 S. Stagecoach Trail
San Marcos, TX 55940
Attention: Scot Woodland
scot.woodland@co.hays.tx.us

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Services**" means DebtBook's debt and lease management software-as-a-service application.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

"**Governing State**" means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, "Governing State" means the State of North Carolina.

"**Implementation Services**" means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

"Order Form Supplement" means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally appliable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial

exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at https://www.debtbook.com/legal. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically

and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to pre-qualify the respondents related to RFQ 2022-Q02 On-Call CE&I Professional Services to further develop a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County, and to be reviewed/reopened on an annual basis. **BECERRA/BORCHERDING**

Summary

On March 22, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for On-Call CE&I Professional Services to maintain and further develop the On-Call CE&I Professional Services Pool.

The Purchasing Division received responses from twelve (12) CE&I firms. It is the evaluation committee's recommendation to award to all twelve (12) firms and add them to the existing list of pre-qualified vendors (established with RFQ 2020-Q03).

Once a project is identified, and a firm has been selected from the pool, a contract will be brought back to court to approve and finalize.

Attachments

Final Pre-Qualified On-Call CE&I Firms

RFQ 2022-Q02

Pre-Qualified On-Call CE&I Professional Services

Firm Names
B2Z Engineering, LLC.
BGE, Inc.
Cobb, Fendley and Associates, Inc.
Doucet and Associates, Inc.
ECM International, Inc.
Freese and Nichols
HDR Engineering, Inc.
Pape-Dawson Consulting Engineers
Raba Kistner, Inc.
SAM-Construction Services LLC.
Volkert
WSB

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Jerry Borcherding

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to pre-qualify the respondents related to RFQ 2022-Q04 Professional Land Surveying Services to further develop a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County, and to be reviewed/reopened on an annual basis. **BECERRA/BORCHERDING**

Summary

On March 22, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for Professional Land Surveying Services to maintain and further develop the Professional Land Surveying Services pool.

The Purchasing Division received twenty-four (24) responses. It is the recommendation of the evaluation committee to award to all twenty-four (24) forms and add them to the existing list of pre-qualified vendors (established with RFQ 2016-P03 and RFQ 2018-P09).

Once a project is identified, and a firm has been selected from the pool, a contract will be brought back to court to approve and finalize.

Attachments

Final Pre-Qualified Professional Land Surveying Services Firms

RFQ 2022-Q04 Professional Land Surveying Services Pool
Pre-Qualified Firms

Firm Name
AG3 Group, LLC.
Arredondo, Zepeda, and Brunz, LLC.
Atwell
Baseline Corporation
BGE, Inc.
Bowman Consulting Group, Ltd.
Brown & Gay Engineering
Byrn & Associates
CDS Muery
CMA Engineering
Cobb, Fendley, and Associates. Inc.
Cunningham-Allen
Doucet and Associates, Inc.
Elizondo & Associates
Ford Engineering
Gonzales DeLa Garza
Gorrondona and Associates, Inc.
HALFF Associates

Firm Name
Jones Carter
KFW Management LLC, dba KFW Engineers
LUPHER, LLC.
LW Survery Co.
McGray and McGray Land Surveyors, Inc.
MWM Design
Pape-Dawson Engineers, Inc.
Poznecki/Camarillo
Quiddity, dba JonesCarter
SAM Engineering & Surveying
SAM - Surveying & Mapping, LLC.
Sherwood Surveying and S.U.E. (M&S Engineering)
Spot on Surveying, Inc.
Unitech Consulting Engineers, Inc.
Vickery and Associates, LLC.
Walker Partenrs, LLC.
Whiteley Oliver, LLC.
Zamora LLC, dba ZWA

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022
Requested By: T.CRUMLEY
Sponsor: Judge Becerra

Agenda Item:
Discussion and possible action to submit an application to the U.S. Department of the Treasury related to the Local Assistance and Tribal Consistency Fund (LATCF) under the American Rescue Plan Act totaling $100,000. **BECCERA/T.CRUMLEY**

Summary:

Hays County is eligible for additional funding through the American Rescue Plan Act. In addition to the State and Local Fiscal Recovery Funds (SLFRF) already received, the Act established another grant program called the Local Assistance and Tribal Consistency Fund (LATCF).

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients. Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services -- such as health, educational, housing, and public safety services -- to their communities with these funds. Recipients may also invest in infrastructure -- from roads and bridges to water infrastructure -- to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

These funds will be distributed in two disbursements, one in 2022 and another in early 2023.The Local Assistance and Tribal Consistency Fund can be used for any governmental purpose (except lobbying). The deadline to submit the application is January 31, 2023.

Fiscal Impact:
Amount Requested: None
Line Item Number: TBD

Budget Office:
Source of Funds: U.S. Treasury Grant Funds
Budget Amendment Required Y/N?: No
Comments: Once funding is received, a budget will need to be developed for use of funds.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: TBD
New Revenue Y/N?: New Revenue when funds are awarded
Comments:

Attachments

Texas LATCF Fund Allocations
LATCF Guidance

State	Recipient Name	FY22 Allocation	FY23 Allocation
Tennessee	Wayne County	$50,000.00	$50,000.00
Tennessee	Weakley County	$50,000.00	$50,000.00
Tennessee	White County	$50,000.00	$50,000.00
Tennessee	Wilson County	$50,000.00	$50,000.00
Texas	Anderson County	$50,000.00	$50,000.00
Texas	Angelina County	$275,727.67	$275,727.67
Texas	Aransas County	$175,609.72	$175,609.72
Texas	Austin County	$50,000.00	$50,000.00
Texas	Bailey County	$50,000.00	$50,000.00
Texas	Bell County	$94,181.19	$94,181.19
Texas	Bexar County	$50,000.00	$50,000.00
Texas	Blanco County	$50,000.00	$50,000.00
Texas	Bosque County	$50,000.00	$50,000.00
Texas	Bowie County	$175,654.61	$175,654.61
Texas	Brazoria County	$85,673.92	$85,673.92
Texas	Brewster County	$1,345,449.34	$1,345,449.34
Texas	Burleson County	$50,000.00	$50,000.00
Texas	Burnet County	$50,000.00	$50,000.00
Texas	Calhoun County	$87,904.87	$87,904.87
Texas	Cameron County	$488,429.80	$488,429.80
Texas	Camp County	$50,000.00	$50,000.00
Texas	Cass County	$110,748.93	$110,748.93
Texas	Chambers County	$50,000.00	$50,000.00
Texas	Cherokee County	$50,000.00	$50,000.00
Texas	Coleman County	$50,000.00	$50,000.00
Texas	Collin County	$50,000.00	$50,000.00
Texas	Colorado County	$50,000.00	$50,000.00
Texas	Comal County	$50,000.00	$50,000.00
Texas	Comanche County	$50,000.00	$50,000.00
Texas	Cooke County	$50,000.00	$50,000.00
Texas	Coryell County	$50,000.00	$50,000.00
Texas	Culberson County	$239,599.50	$239,599.50
Texas	Dallam County	$123,685.30	$123,685.30
Texas	Dallas County	$50,000.00	$50,000.00
Texas	Delta County	$59,651.65	$59,651.65
Texas	Denton County	$63,167.14	$63,167.14
Texas	Dickens County	$50,000.00	$50,000.00
Texas	El Paso County	$50,000.00	$50,000.00
Texas	Ellis County	$50,000.00	$50,000.00
Texas	Fannin County	$50,000.00	$50,000.00

State	Recipient Name	FY22 Allocation	FY23 Allocation
Texas	Foard County	$50,000.00	$50,000.00
Texas	Fort Bend County	$50,000.00	$50,000.00
Texas	Galveston County	$50,000.00	$50,000.00
Texas	Gillespie County	$50,000.00	$50,000.00
Texas	Gray County	$50,000.00	$50,000.00
Texas	Grayson County	$136,536.95	$136,536.95
Texas	Hale County	$50,000.00	$50,000.00
Texas	Hardeman County	$50,000.00	$50,000.00
Texas	Hardin County	$90,741.67	$90,741.67
Texas	Harris County	$59,467.84	$59,467.84
Texas	Harrison County	$50,000.00	$50,000.00
Texas	Hays County	$50,000.00	$50,000.00
Texas	Hemphill County	$50,000.00	$50,000.00
Texas	Hidalgo County	$99,794.61	$99,794.61
Texas	Hill County	$128,337.41	$128,337.41
Texas	Hopkins County	$50,000.00	$50,000.00
Texas	Houston County	$374,658.49	$374,658.49
Texas	Hudspeth County	$108,685.05	$108,685.05
Texas	Hutchinson County	$50,000.00	$50,000.00
Texas	Jasper County	$224,368.25	$224,368.25
Texas	Jeff Davis County	$50,000.00	$50,000.00
Texas	Jefferson County	$231,232.23	$231,232.23
Texas	Johnson County	$50,000.00	$50,000.00
Texas	Kenedy County	$102,000.00	$102,000.00
Texas	King County	$50,000.00	$50,000.00
Texas	Kleberg County	$93,413.83	$93,413.83
Texas	Knox County	$50,000.00	$50,000.00
Texas	Lamar County	$62,399.46	$62,399.46
Texas	Lee County	$50,000.00	$50,000.00
Texas	Liberty County	$109,556.87	$109,556.87
Texas	Live Oak County	$50,000.00	$50,000.00
Texas	Marion County	$92,974.20	$92,974.20
Texas	Matagorda County	$103,907.97	$103,907.97
Texas	McLennan County	$50,000.00	$50,000.00
Texas	McMullen County	$50,000.00	$50,000.00
Texas	Montague County	$50,000.00	$50,000.00
Texas	Montgomery County	$50,000.00	$50,000.00
Texas	Moore County	$50,000.00	$50,000.00
Texas	Morris County	$61,740.34	$61,740.34
Texas	Nacogdoches County	$86,161.50	$86,161.50

State	Recipient Name	FY22 Allocation	FY23 Allocation
Texas	Navarro County	$50,000.00	$50,000.00
Texas	Newton County	$50,000.00	$50,000.00
Texas	Nueces County	$50,000.00	$50,000.00
Texas	Orange County	$50,000.00	$50,000.00
Texas	Polk County	$60,966.58	$60,966.58
Texas	Potter County	$114,918.24	$114,918.24
Texas	Randall County	$50,000.00	$50,000.00
Texas	Refugio County	$50,000.00	$50,000.00
Texas	Sabine County	$406,843.56	$406,843.56
Texas	San Augustine County	$397,951.00	$397,951.00
Texas	San Jacinto County	$194,940.87	$194,940.87
Texas	San Patricio County	$50,000.00	$50,000.00
Texas	Shelby County	$191,510.15	$191,510.15
Texas	Starr County	$54,194.37	$54,194.37
Texas	Tarrant County	$50,000.00	$50,000.00
Texas	Titus County	$50,000.00	$50,000.00
Texas	Tom Green County	$64,218.26	$64,218.26
Texas	Travis County	$50,000.00	$50,000.00
Texas	Trinity County	$269,354.61	$269,354.61
Texas	Tyler County	$96,411.32	$96,411.32
Texas	Upshur County	$50,000.00	$50,000.00
Texas	Uvalde County	$50,000.00	$50,000.00
Texas	Val Verde County	$221,934.29	$221,934.29
Texas	Walker County	$176,220.54	$176,220.54
Texas	Washington County	$50,000.00	$50,000.00
Texas	Willacy County	$147,417.16	$147,417.16
Texas	Williamson County	$50,000.00	$50,000.00
Texas	Wise County	$50,000.00	$50,000.00
U.S. Virgin Islands	U.S. Virgin Islands	$58,167.65	$58,167.65
Utah	Beaver County	$1,027,019.80	$1,027,019.80
Utah	Box Elder County	$987,083.89	$987,083.89
Utah	Cache County	$226,288.24	$226,288.24
Utah	Carbon County	$1,045,515.52	$1,045,515.52
Utah	Daggett County	$292,800.00	$292,800.00
Utah	Davis County	$50,000.00	$50,000.00
Utah	Duchesne County	$1,434,241.43	$1,434,241.43
Utah	Emery County	$2,990,100.00	$2,990,100.00
Utah	Garfield County	$1,538,700.00	$1,538,700.00
Utah	Grand County	$2,898,900.00	$2,898,900.00

GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury
July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated $2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

I. PROGRAMMATIC TERMS OF THE ASSISTANCE

This section describes the programmatic terms of the program, including key information on eligible applicants, allocations, eligible and ineligible uses of funds, eligible and ineligible costs, and the availability of funds. Recipients are subject to the terms of the award agreement that they must enter into in order to receive funding.

A. ELIGIBLE APPLICANTS

The American Rescue Plan identifies eligible revenue sharing counties and eligible Tribal governments as the governments eligible to request payment of their allocation of the program and defines eligibility as follows:

- An *eligible revenue sharing county* is a county, parish, or borough that is independent of any other unit of local government; and that, as determined by the Secretary of the Treasury, is the principal provider of government services for the area within its jurisdiction; and for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program. In addition, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands are eligible revenue sharing counties.

- An *eligible Tribal government* is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the American Rescue Plan pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 1531).

B. ALLOCATIONS

Section 605(b) provides for a total of $2 billion for Treasury to make payments to eligible revenue sharing counties and eligible Tribal governments over fiscal years 2022 and 2023. The provision directs the Secretary to reserve $750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates, as well as other economic indicators, over the 20-year period ending with September 30, 2021. Separately, the provision directs the Secretary to reserve $250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible Tribe.

Eligible Tribal governments may log in to the Treasury Submission Portal to review their specific allocations under the program. Eligible revenue sharing counties may review their allocations on the Treasury website once the $1.5 billion Local Assistance Fund for eligible revenue sharing counties has been launched.

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia.[1] Further, generally, receipt of LATCF funding does not trigger the National

[1] Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

Environmental Policy Act (NEPA),[2] although recipients must ensure compliance with all applicable federal environmental laws.

b) Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.

c) Compliance with financial management, procurement, and conflicts of interest standards

Recipients must expend and account for the LATCF funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to their expenditure of and accounting for their own funds. Treasury will monitor violations of this requirement through reporting and other sources. Recipients should also review the Buy America domestic content procurement preference requirements, below.

D. ELIGIBLE AND INELIGIBLE COSTS

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

E. TRANSFERS

Recipients may transfer to and pool LATCF funds with other entities for projects, provided that recipients are able to track use of the funds in line with the reporting and compliance requirements of the LATCF. As an example, neighboring counties may pool funds in order to invest in a regional infrastructure project. Further, recipients may fund a project with both LATCF funds and other sources of funding, provided that the project is an eligible use under each source program and recipients are compliant with all other related statutory and regulatory requirements and policies.

Transfers under this program do not give rise to subrecipient relationships given the purpose of the award. As a result, recipients do not need to comply with subrecipient monitoring or oversight requirements outlined in the Uniform Guidance at 2 C.F.R. § 200.331 through § 200.332. Further, no subrecipient reporting under 2 C.F.R. Part 170 will be required for this program, although

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the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects.

[2] Projects supported with payments from LATCF may still be subject to NEPA review if they are also funded by or otherwise involve actions from other federal programs or agencies.

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.[3]

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the non-federal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

[3] See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II,* p. 10-99, GAO-06-382SP (February 2006), https://www.gao.gov/assets/gao-06-382sp.pdf

II. OPERATIONAL TERMS OF THE ASSISTANCE

This section provides a summary of operational terms of the program, including payments, reporting, and compliance. Treasury expects to release reporting and compliance guidance for the LATCF program at a later date.

A. PAYMENTS

Recipients may request payment of their allocation through the Treasury Submission Portal by following the instructions on Treasury's website. Eligible applicants will be required to complete payment information and sign an award agreement. Tribal governments will be required to complete a certification regarding economic conditions.

B. REPORTING

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with program requirements, as well as to reduce the risk of waste, fraud, and abuse. Any eligible revenue sharing county that is determined to have failed to submit a report may be required to repay to Treasury an amount up to 5 percent of its total allocation, as authorized by Sections 605(d) and (e).

C. OVERSIGHT

Recipients will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Recipients are subject to the Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

D. COMPLIANCE

a) General

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

Any amounts that Treasury has determined to recoup would be subject to generally applicable federal debt collection laws and procedures, including the provisions set forth in Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Parts 900 through 904.

Treasury expects to work with recipients to support the use of LATCF funds and the timely filing of annual reports to Treasury. Treasury may, for example, request additional information and work

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

compensation pursuant to 2 C.F.R. Part 170. Treasury's regulations at 31 C.F.R. Part 19 (implementing OMB's Guidelines to Agencies on Governmentwide Debarment and Suspension at 2 C.F.R. Part 180) are applicable to the program. Recipients are required to comply with the System for Award Management (SAM) requirements in 2 C.F.R. Part 25.[4]

There are no matching, level of effort, or earmarking compliance responsibilities associated with the LATCF program.

b) Buy America Domestic Content Procurement Preference

The Build America, Buy America Act establishes domestic content procurement preference requirements for federal financial assistance programs for infrastructure.[5] These requirements apply to the LATCF. As such, expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Recipients should review the details of these domestic content procurement requirements as provided in the terms and conditions of the LATCF award, which follow the guidance provided by the Office of Management and Budget (OMB).[6] The definition of infrastructure as provided by the Build America, Buy America Act and OMB guidance is broad and includes the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. An infrastructure project includes the construction, alteration, maintenance, or repair of infrastructure.

Treasury plans to propose a waiver from the Build America, Buy America Act requirements for awards made under the LATCF program. Treasury will post the proposed waiver and its terms, including its duration, on the Treasury website, and will also provide an update after the public comment period has closed. Should a waiver be issued, infrastructure projects undertaken under awards issued after the waiver is effective will not be subject to Build America, Buy America Act requirements.

An eligible Tribal government may request funding and receive an award before a waiver is issued and becomes effective. However, typically, only awards issued after the waiver is issued and becomes effective are excluded from the requirements of the Buy America, Build America Act. If

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[4] 2 C.F.R. Part 25, Subpart C, is inapplicable to this program as transfers under this program do not give rise to subrecipient relationships.

[5] *See* section 70914(a) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (IIJA). The Buy America, Build America Act was included as sections 70901-27 of the IIJA.

[6] OMB's guidance is provided in OMB Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (April 18, 2022), *available at* https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf.

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver's effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act.[7] Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[7] More specifically, as provided in OMB's guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). *See* OMB Memorandum M-22-11 at 3-4.

III. CONTACT INFORMATION

E-mail correspondence is preferred. Correspondence by mail may be subject to significant delays.

LATCF@treasury.gov

U.S. Department of the Treasury
Attn: **Local Assistance and Tribal Consistency Fund**
1500 Pennsylvania Ave NW
Washington, DC 20220

treasury.gov/LATCF

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Elaine Cardenas

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Service Contract related to RFP 2022-P10 County Clerk Auto-Indexing System between Hays County and Just Appraised, Inc. and amend the budget accordingly. **BECERRA/CARDENAS**

Summary:

On September 13, 2022, the Commissioners Court awarded RFP 2022-P10 to Just Appraised, Inc. to provide auto-indexing services to the Hays County Clerk's Office.

Fiscal Impact:

Amount Requested: $87,400 Subscription Fee
$3,000 One Time Fee for Implementation and Training
Line Item Number: 101-617-10.5448/.5718_400

Budget Office:

Source of Funds: Records Management & Archive Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds were budgeted for the annual subscription fee, need additional funding for one-time implementation costs and training.
$3,000 - Increase Software_Operating 101-617-10.5718_400
($3,000) - Decrease Contract Service 101-617-10.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2022-P10, County Clerk Auto-Indexing System
G/L Account Validated Y/N?: Yes, Contract Services and Software Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Agreement - County Clerk Auto-Indexing System
Exhibit A - RFP and Proposal
Exhibit C - Insurance

AGREEMENT FOR RFP 2022-P10
County Clerk Auto-Indexing System

This Agreement for an **Auto-Indexing System** (the "Service Contract") is entered into by and between **Hays County, Texas**, a political subdivision of the State of Texas (the "County"), and **Just Appraised, Inc.** (the "Contractor").

WHEREAS, the County desires to enter into the Services Contract for the service of an AUTO-INDEXING SYSTEM (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Hays County Purchasing Office or its designee), the Contractor shall provide an AUTO-INDEXING SYSTEM to the Hays County Clerk Office in accordance with the proposal specifications and scope of work detailed in RFP 2022-P07, ***Exhibit "A"***; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Services Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

TERM OF CONTRACT: The term of this Service Contract shall be for an initial period of one (1) year, commencing upon award by the Commissioners Court, with four (4) additional one (1) year renewals on an annual basis, unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with Notices below.

TERMINATION: Either party may cancel this Service Contract with or without cause or penalty upon sixty (60) days written notice in accordance with Notices below. Should this Service Contract be terminated for any reason, the County will receive a pro-rated refund of any unused subscription fees.

COMPENSATION: Contractor will be compensated for the Work based on the terms of which are cited in Contractor's rate schedule, which is attached hereto as ***Exhibit "B".*** Despite any reference to Contractor's 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 the total cited in Exhibit "B".

INVOICING: Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days prior to the yearly renewal date. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Service Contract.

HOLIDAYS: Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

APPROPRIATION OF FUNDS: In the event the Hays County Commissioners Court fails to appropriate adequate funding for this agreement in any given fiscal year, this Service Contract shall automatically terminate on October 1st of such fiscal year.

INDEMNIFICATION: TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS SERVICE CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT. Notwithstanding the foregoing, Contractor's total liability arising from any indemnity provided for in this Agreement or in any attachment hereto shall not exceed the insurance policy limits referenced in policy number TECCAD393892282 included herein as ***Exhibit "C".***

TERMINATION BY DEFAULT: If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Service Contract, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Service Contract.

GOVERNING LAW AND VENUE: Both parties to this Service Contract irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Service Contract shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

INDEPENDENT CONTRACTOR: Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Service Contract.

NOTICES: Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

TO HAYS COUNTY:

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Becerra
111 East San Antonio Street, Suite 300
San Marcos, TX 78666
Phone: (512) 393-2205

WITH COPY TO:

Hays County Clerk Office
Attn: Elaine Cardenas
712 S. Stagecoach Trail, Ste. 2008
San Marcos, TX 78666
Phone: (512) 393-7330

Hays County Purchasing Office
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666
Phone: (512) 393-2267

TO

Just Appraised, Inc.
Attn: Yaoxiang Choong
2261 Market Street #4074
San Marcos, CA 94114
Phone: (650) 207-1176

SERVICES: Contractor agrees to perform the services for the County in accordance with the County's instructions and in conformance with the descriptions, definitions, terms, and conditions of this Service Contract. The Scope of Services shall be limited to those services and terms in accordance with the proposal specifications detailed in RFP 2022-P10 and the Contractor's submitted proposal, ***Exhibit "A"*** (collectively "the Work"). If the parties to this Service Contract amend the Work required under this Service Contract (by adding or removing specific services and/or terms enumerated in Exhibit "A"), the Compensation cited in ***Exhibit "B"*** of this Service Contract may also be amended to conform with the change in Scope of Services, as agreed by the parties.

ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties. All prior negotiations between parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except

by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Agreement will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

In Witness Whereof, the parties have executed this Agreement as of the date(s) set forth below.

(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)

HAYS COUNTY, TEXAS

By: _____ Date: _____
Ruben Becerra
Hays County Judge

JUST APPRAISED, INC.

By: _____ Date: October 5, 2022
Yaoxiang Choong
CFO

Exhibit A

RFP 2022-P10 County Clerk Auto-Indexing System
& Just Appraised, Inc. Submitted Proposal

Exhibit B
Contractor's Fee Schedule

Subscription Fee:
$87,400 per year
The first subscription year will be billed once the software has been Integrated and Implemented and is ready for launch. Just Appraised will guarantee this price for the *first subscription year* and *two subsequent one-year renewals*.

Professional Services Fee:
$1,500 Implementation and Integration to be invoiced within 30 days of Kickoff and Discovery phase and will follow the invoicing guidelines laid out in this agreement.
$1,500 Training and Onboarding to be invoiced within 30 days of Testing and Training phase and will follow the invoicing guidelines laid out in this agreement.

Proposed Project Schedule:

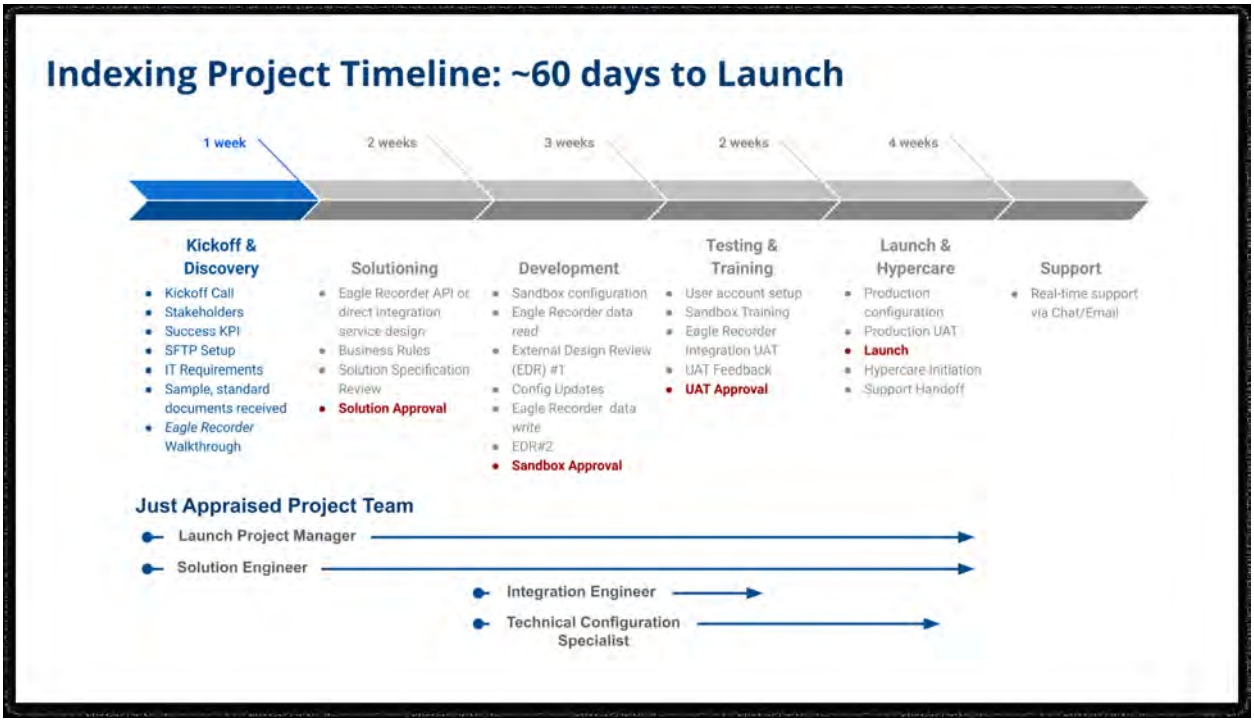

Exhibit C

Contractor's Insurance Policy TECCAD393892282

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2022-P10 County Clerk Auto-Indexing System	**Date Issued: July 21, 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:

11:00 a.m. local time August 11, 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 RFP must be received in writing no later than 5:00 on August 3, 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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I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

____ 2. Proposed Fee Schedule

____ 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. Federal Affirmations and Solicitation Acceptance

____ 9. Related Party Disclosure Form

____ 10. System for Award Management (www.SAM.gov) Entity Registration Page

____ 11. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, 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 delivered 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

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

II. Summary

1.	**Type of Solicitation:**	Request for Proposal (RFP)
2.	**Solicitation Number:**	RFP 2022-P10 County Clerk Auto-Indexing System
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: **August 11, 2022; 11:00 a.m. Central Time (CT)**
6.	**Initial Contract Term:**	September 2022 – August 2023
7.	**Optional Contract Terms:**	four (4), one (1) year renewals
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 August 3, 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 RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

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 Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

July 21, 2022	Issuance of RFP
August 3, 2022	Deadline for Submission of Questions (5:00 PM CT)
August 11, 2022	Deadline for Submission of Proposals (11:00 AM CT) **Late proposals will not be accepted.**
September 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking a qualified vendor to provide an Auto-Indexing system for the Hays County Clerk's Office. The Hays County Clerk's Office currently utilizes Tyler Eagle Recording System (Tyler Technologies, Inc.) and the Auto-Indexing system must be able to fully integrate with this system. The Auto-Indexing system should create greater efficiencies in the County Clerk's Office, accomplishing the indexing task in far less time and with greater accuracy than manual entry.

B. Scope of Work

The awarded vendor will be responsible for providing the following services to the County, including, but not limited to, the following areas:

1. Create system in test environment
   Project Specifications—Minimum Requirements
   - Full seamless integration with existing Tyler Eagle Recording System
   - Machine learning and natural language processing
   - Smart routing of documents, data extraction from relevant fields
   - Ongoing Secure File Transfer Protocol (SFTP)
   - Artificial Intelligence (AI) process serving up to 76,000 documents/year
   - Rapid document turnaround on indexing of documents with 95 percent accuracy
   - Automatic software updates
   - Optical Character Recognition (OCR) Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).
2. Workflow Process and Quality Checking images scanned into Tyler Eagle:
   - Visual inspection of each image against original, rescanning documents as needed
   - Manual image quality adjustment and QA of every image for clarity, legibility, quality, cut-offs or file type compression errors
   - Images are of the same or better quality than the original
   - Ensure all images are accurately indexed
   - Perform rework of errors or omissions with no additional charge
3. On-Site Training
4. Program Manager: during Launch and up to minimum of 2 months after launch
5. On-going Support
   - Dedicated project manager and technical specialist
   - Chat support 10 AM-7PM, M-F
   - Quarterly reporting
6. Monthly Analytics and Reporting
   - Report on volumes, types of sources and other relevant details of incoming documents
   - Time spent verifying certain document types with exception, etc.

C. Qualifications

Hays County is seeking to contract with a qualified vendor with prior experience in automation and AI.

- At least two (2) years of auto-indexing experience related to the scope of work is required.
- Demonstrated experience in successfully working with government agencies or businesses of a similar size and scope of Hays County.
- Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last two (2) years.

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.

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise 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 Entity Registration page that shows your firm is in active status and is not expired.

D. Proposal Requirements

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall include the following:

- **Front and rear covers, Not included in 10-page count**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, email, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company. **Not included in 10-page count**
- **Table of Contents, Not included in 10-page count**
- **Profile/Experience of the Company**
  - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
  - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last two (2) years.
  - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past two (2) years and the nature of the issue. Indicating if and how it was resolved.
  - Related recent experience in managing federally funded local projects.
- **Key Personnel**
  - Provide resumes of all employees who may be assigned to provide services if your company is selected: Project Manager, Technical Specialist, and Project Launch Manager.
  - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**

- Describe the capacity to perform the Scope of Work activities.
- Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services. Firms may elect to include in this section any innovative methods or concepts that might be beneficial to the County as long as the minimum assistance requirements from Hays County as wet out in the is RFP are met.
- Quality Assurance Plan

- **Proposed Fees:** All proposed costs shall include purchase/annual costs, implementation, technical support costs, training etc., proposed contract terms and condition are to be submitted. Do not include cost of "additional Services" outside the scope of work in the cost proposal with response to this RFP.
- **Additional Services (Optional):** any other related and recommended products or services not specified in this RFP which may be considered essential or beneficial by the firm. These services should be priced separately and shown as optional.
- **Proposed Project Schedule:** proposed implementation schedule.
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County), Not included in 10-page count**

Proposals cannot exceed 10 pages (front and back), Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x "17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

E. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1. **Capacity to Perform** **40 points**
   Proposed work plan, and approach/methodology to conducting the study, and project understanding.
2. **Experience of the Company** **30 points**
   References from current or former clients, company history with biographies and/or resumes for principal contacts, and company certifications
3. **Proposed Fees** **30 points**
   Reasonable total fee schedule and dedicated resources that will be required to successfully complete the work contained in the Scope of Work.

Interview (optional) **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award. Interviews will be ranked after the interviews have been conducted.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal

Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

F. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section IV for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

BASIS OF AWARD: The County reserves the right to award a contract for named project to a company on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

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

G. Small, Minority and Women Business Enterprises

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit statement of qualifications.

H. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Contractor or Individual's Obligation Regarding Evaluation

a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;

3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Warranty of Performance

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

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

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

IV. General Terms and Conditions for Solicitations Applicable To: Request for Proposals (RFP)

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

2. FUNDING: Funds for payment on Contracts will be provided through the County budget approved by Commissioners Court for the fiscal year in which the contract is approved. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. County cannot guarantee the availability of funds and enters into contracts 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. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing 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)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):

Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$1,000,000.00

Excess Liability:	
Umbrella Form	Not Required

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: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

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

(if other than Texas, Write state in here _____)

_____

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

_____

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

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

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

_____
Name of Contracting Company

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

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. Federal Affirmations and Solicitation Acceptance

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

1. Debarment and Suspension

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.

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

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

Stephanie Hunt
Procurement Manager
Stephanie.hunt@co.hays.tx.us

August 8, 2022

ADDENDUM #1
RFP 2022-P10 County Clerk Auto-Indexing System

Please find attached Addendum #1 to **RFP 2022-P10 County Clerk Auto-Indexing System.** All questions were answered by Hays County staff.

Attachments to this addendum:

- Questions & Answers

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Company Name Date

Addendum #1
RFP 2022-P10 County Clerk Auto-Indexing System

Questions & Answers:

1. In Section III, B1 (Full Seamless integration with existing Tyler Eagle Recording System), how should the auto-indexing solution integrate into Tyler Eagle Recording? System? 1) Via API, 2) Via DB, 3) Via SFTP, 4) Other: Please specify
    - *API and DB Both*

2. In Section III, B1 (Full Seamless integration with existing Tyler Eagle Recording System), What will be the format of integration? 1) Images, 2) Text, 3) Json/XML, 4) Binaries
    - *Images and XML*

3. In Section III, B1 (Smart routing of documents, data extraction from relevant fields), Will Hays County provide details on the relevant fields that will have to be extracted from each document?
    - *We assume vendor has basic knowledge of indexing, but we will provide data on data to be extracted from relevant fields.*

4. In Section III, B1 (Ongoing Secure File Transfer Protocol (SFTP)), What is the purpose of this STFP? Is it one of the below? 1) Pull documents into the system, 2) Push processed documents, 3) Others: Please specify
    - *Both. Documents will be retrieved (pulled) from Eagle system and returned (pushed) after being processed.*

5. In Section III, B1 (Artificial Intelligence (AI) process serving up to 76,000 documents/year), What are the different types of documents that will be processed (ex-marriage certificate, Title deeds, Notary bonds, etc.)? Can you provide us with approx. numbers?
    - *All documents are OPR—e.g., deeds, liens, abstracts of judgments, releases of liens, etc. There are no vital records in the system. We anticipate no more than 76,000 documents.*

6. In Section III, B1 (Artificial Intelligence (AI) process serving up to 76,000 documents/year), Will there be variations of a document type (ex: DL from different counties will have different formats)?
    - *Yes. There will be many variations. For example, there are more than 20 types of deeds.*

7. In Section III, B1 (Artificial Intelligence (AI) process serving up to 76,000 documents/year), AI will need multiple variations of sample documents for training. Will Hays County provide them?
    - *Yes. We will provide sample documents with different formats.*

8. In Section III, B1 (Artificial Intelligence (AI) process serving up to 76,000 documents/year), Are the source documents scanned? What is the format of the documents? 1) PDF, 2) Images
    - *Source documents are scanned. They are recorded as Tiff documents.*

9. In Section III, B1 (Artificial Intelligence (AI) process serving up to 76,000 documents/year), Will there be any handwritten text that needs to be extracted?
    - *Handwritten documents are rare, but possible.*

10. In Section III, B1 (Artificial Intelligence (AI) process serving up to 76,000 documents/year), Will there be extraction of data apart from the English language?
    - *All land records are required by statute to be in English. Documents originating in other countries will have been translated into English. Rarely, there may be an exhibit in another language or an Apostille. It should not affect indexing.*

11. In Section III, B2 (Artificial Intelligence (Visual inspection of each image against original, rescanning documents as needed), Does the solution need to have a feature to scan the documents as well?
    - *No*

12. In Section III, B1 (Rapid document turnaround on indexing of documents with 95% accuracy), 1) What is the turnaround time you are looking for a document? 2) Will there be a need for manual processing for documents that do not have a 95% accuracy level?
    - *10 minutes (2) we will correct errors during verification, but we expect that accuracy will improve over time through the use of artificial intelligence tracking the correction of errors.*

13. In Section III, B1 (Images are of the same or better quality than the original), Is there a need to manually clean/process the image?
    - *No*

14. Will documents have PII (Personally Identifiable Information) data in it?
    - *There will occasionally (rarely) be PII in documents. We request that the vendor flag any documents with PII so we can follow up.*

15. The RFP lists one of the requirements as "Required Forms by Hays County: System Award Management (www.sam.gov) Entity Registration Page". Is registering our company with Sam.Gov mandatory as part of our proposal submission?

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

Stephanie Hunt
Procurement Manager
Stephanie.hunt@co.hays.tx.us

August 9, 2022

ADDENDUM #2
RFP 2022-P10 County Clerk Auto-Indexing System

Please find attached Addendum #1 to **RFP 2022-P10 County Clerk Auto-Indexing System.** All questions were answered by Hays County staff.

Questions & Answers:

1. The RFP lists one of the requirements as "Required Forms by Hays County: System Award Management (www.sam.gov) Entity Registration Page". Is registering our company with Sam.Gov mandatory as part of our proposal submission?
    - *Hays County prefers all of their vendors to be registered on the SAM.gov website. If a company is not already registered on the SAM.gov website, then they can register and provide the email confirmation with their proposal. If a company chooses not to register is will not deem them non-responsive, however, at any time if federal or state funds will be utilized for this contract, the awarded company must be registered on the SAM.gov website in order to maintain their contract.*

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Company Name

Date

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2022-P10 County Clerk Auto-Indexing System	**Date Issued: July 21, 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:

11:00 a.m. local time August 11, 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 RFP must be received in writing no later than 5:00 on August 3, 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:	JUST APPRAISED INC.	Name:	YAOXIANG CHOONG
Mailing Address:	2261 MARKET ST #4074 SAN FRANCISCO, CA 94114	Title:	CFO
		Email Address:	YAO.CHOONG@JUSTAPPRAISED.COM
		Phone No.:	650-207-1176
Signature:		Date:	AUGUST 03, 2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	YAOXIANG CHOONG YAO.CHOONG@JUSTAPPRAISED.COM 650-207-1176		

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

RFP Subject Line:

RFP 2022-P10 County Clerk Auto-Indexing System

Vendor:

Just Appraised, Inc.

Address:

2261 Market St., No. 4074, San Francisco California, 94114

Name of Contact Person:

Yao Choong, CFO

Telephone Number:

469-553-0468

Email Address:

yao.choong@justappraised.com

Just Appraised

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Just Appraised

RFP 2022-P10 County Clerk Auto-Indexing System Request For Proposal Bid Packet

Company Profile

Company Name: Just Appraised, Inc.
Principal Place of Business: 2261 Market St., No. 4074, San Francisco California, 94114
Number of Years in Business: Founded June, 2017 (5+ years in business)
Number of Staff Dedicated To Project: 80 full-time employees supporting the project, including but not limited to the following specifically for this project: CEO, CFO, CTO, COO, CCO, 2 Solutions Engineers, 1 Customer Success Manager, 1 Launch Manager, 6 Technical Configurations Specialists, 1 Technical Configuration Manager, 3 Software Engineers, 3 Customer Support Specialists, 1 Texas Partnerships Director, 1 Director of Sales, and 4 Natural Language Processing Engineers.

Company Experience

History: Just Appraised was founded by Stanford Business School graduates in June 2017. As students, the founders were enrolled in a cyber security program called Hacking 4 Defense in which entrepreneurs teamed up with government agencies to prevent bad actors from stealing confidential data. Over the past 5 years, Just Appraised has been refining its machine-learning algorithms in the service of providing software to county assessors, appraisal districts, and clerks.
Current Customers: Just Appraised currently serves over 120 local government entities across the country including 26 in Texas
Three highlighted projects from the past two years:

- Hays County Appraisal District, TX: Implemented in August 2019, expanded scope of work in November 2021. Testimonial: “Because of Just Appraised, we have the ability to do twice as many tasks as previously. We used to have a 3 month document backlog but are now caught up. Additionally, we now have the ability to rearrange the office to focus resources elsewhere that were needed and decrease the number of individuals working on deeds manually.” - Laura Raven, Hays County Chief Appraiser
- Hillsborough County, FL Property Appraiser: Implemented in August 2021, Just Appraised indexes over 70,000 documents annually for this customer. The customer recently agreed to extend the annual contract due to high satisfaction.
- Hidalgo County Appraisal District, TX: Implemented in August, 2020, Just Appraised indexes over 30,000 documents annually for this customer and has also provided an online filing platform for homestead exemptions. The customer has renewed the contract twice due to high satisfaction.

Charges & Lawsuits

Just Appraised has never been involved in any civil lawsuits or dispute resolutions, nor has it been the subject of any criminal charges at any point in its history.

Recent Experience

Just Appraised has implemented in the following local government jurisdictions (counties unless otherwise noted) just in the year 2022:

Santa Fe, NM	Canadian, OK	City of Cambridge, MA	Pasco, FL	Union, NC
Benton, WA	Tulsa, OK	Union, KY	El Dorado, CA	Jefferson, MO
Woodward, OK	Denton, TX	Travis, TX	Henderson, TX	Kaufman, TX
Washington, OK	Sarasota, FL	St Charles, LA	Essex, VA	Monongalia, WV
Montgomery, MD	Stanislaus, CA	Lafayette, LA	Cochise, AZ	Boulder, CO
Fauquier, VA	Lincoln, NC	Indian River, FL	Garfield, OK	Williamson, TN
Orleans, LA	City of Salem, MA	Berkeley, SC	Clayton, GA	

With a few exceptions, these implementations were for our document data extraction and indexing software, which remains our flagship product and is live in the vast majority of the over 120 local government entities we serve.

Key Personnel

Due to the importance of this engagement, the Project Manager for this project will be our Chief Customer Officer, John Doub. All initial technical setup will be facilitated by Chief Operating Officer, Travis Noll. Launch support will be established and managed by Launch Manager Kate Lesswing.

John Doub, Chief Customer Officer

- Responsible for Just Appraised Customer Success, Solution Delivery and Client Support
- 20+ years in SaaS technology customer success and delivery
- Leadership roles at eBay, Epsilon, Zeta Global and Mastercard
- https://www.linkedin.com/in/john-doub/

Kate Lesswing, Launch Project Manager

- Responsible for on-time, on-budget Just Appraised solution implementations
- Prior to JA, 5 years of CPG and consumer brand marketing and project management
- https://www.linkedin.com/in/kate-lesswing-7270047a/

Travis Noll, Chief Operating Officer

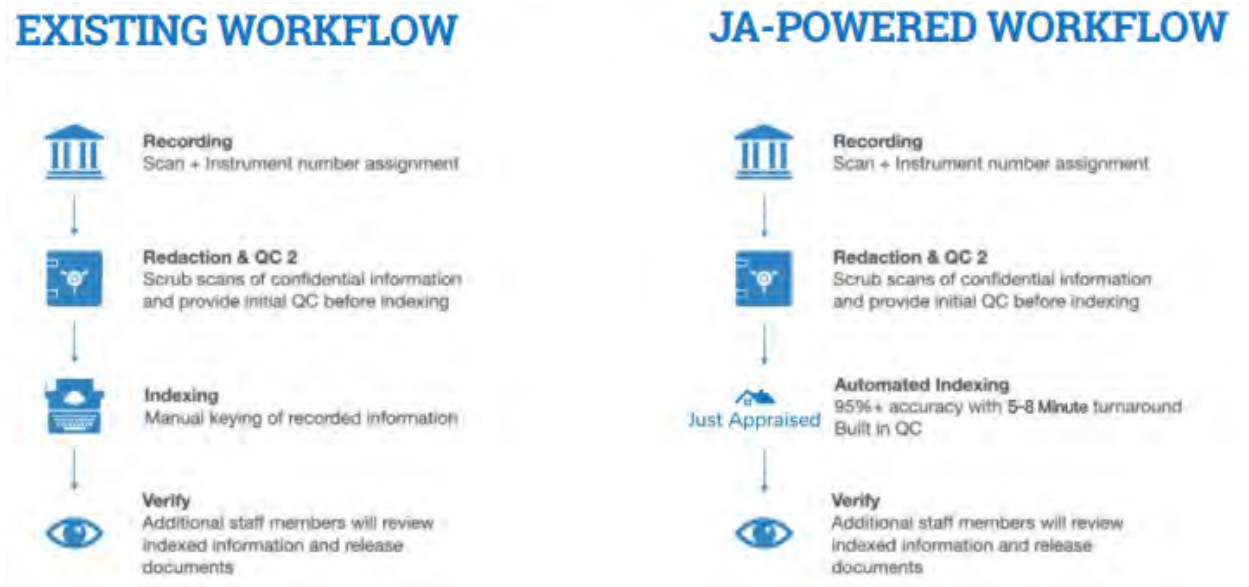
- Responsible for technical setup, integration with Tyler Eagle, and configuration

- Background in project management and implementation at Invoice2go, ZS Associates, Stanford Student Enterprises
- Stanford University undergrad and business school
- https://www.linkedin.com/in/travisalexandernoll/

Org Chart

This project will be carried out 'in house' by the members of the organizational chart included below. While Just Appraised utilizes a 3rd party plug-in app in order to facilitate real-time chat with its customers, all service and support, including responding to the online chat, is handled by members of Just Appraised. See Exhibit A at end of document.

Capacity To Perform/Scope of Work



Steps in the Just Appraised Workflow

1. Hays County cashiers recorded documents to a network location
2. Just Appraised runs a service to automatically extract documents from that network location on an ongoing basis. The document is returned to Hays County to be worked in Just Appraised within 8 minutes
3. Documents are automatically routed to the correct person based upon document characteristics/criteria. A 'to-do' review list is established for each user, who can easily open an instrument from their work queue
4. The user sees an image of the document on the left side and all of the extracted data on the right hand side. This data is:
    a. Highly accurate (as referenced below)
    b. Meets and exceeds the statutory indexing requirements in terms of extracted data fields
    c. Is specifically formatted according to the business requirements/indexing rules for that particular document type
    d. Can be edited/corrected by the Hays County team as needed
5. After the data has been reviewed, the user clicks a Process button and the data flows into Tyler Eagle within 3 seconds.

Meeting (and then Exceeding) the Minimum Requirements

Create System in Test Environment

To ensure that everything is working perfectly prior to completing real auto-indexing work in Just Appraised, Just Appraised builds both a Test and a Production environment. Additionally, we develop a test integration service that ensures all indexed information is flowing properly into Tyler Eagle prior to implementation of the production integration. If any aspect of the integration service should fail, meaning if any piece of indexed data does not perfectly flow into Tyler, the entire transaction is canceled, ensuring you never have any bad or partial data flow into Tyler.

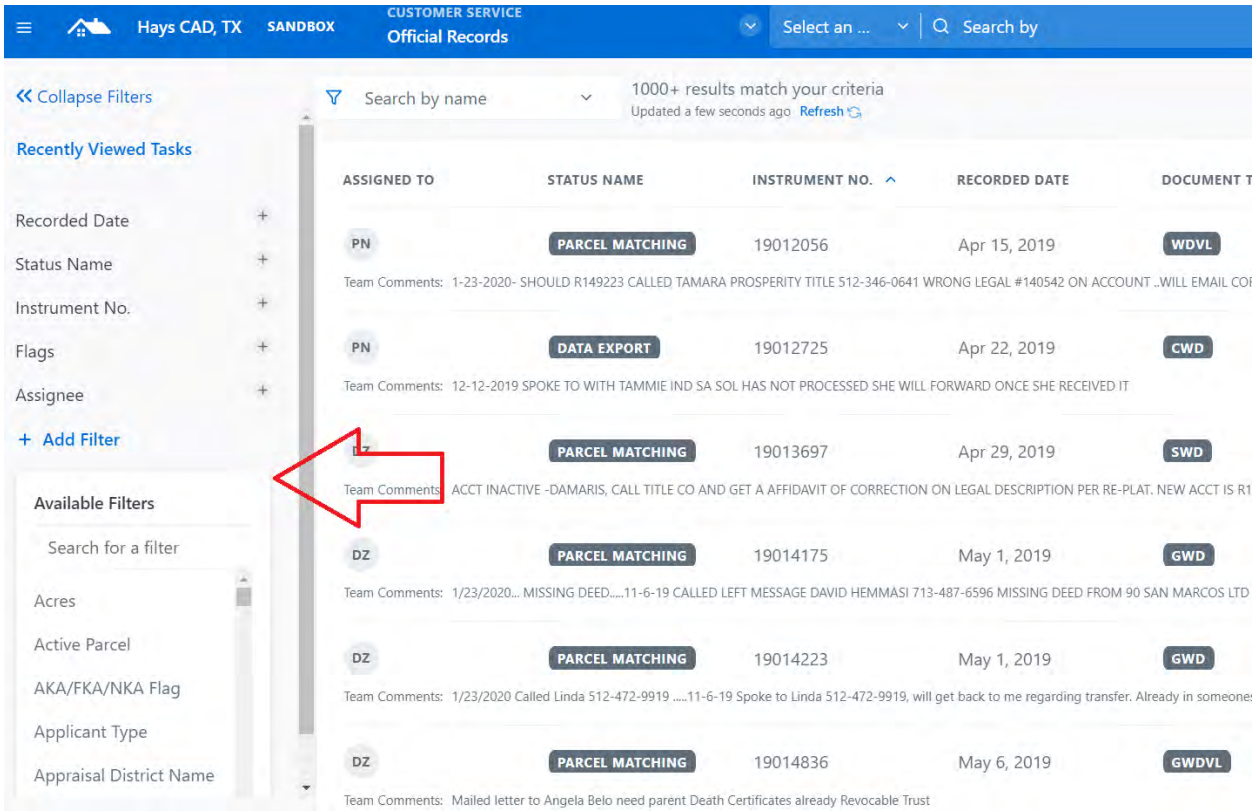
Full and Seamless Integration with Tyler Eagle

Just Appraised has a robust working relationship with Tyler, which has included a number of integration deployments throughout the country. Tyler Eagle is just one of over 40 database integrations Just Appraised has developed.

Machine Learning and Natural Language Processing (NLP)

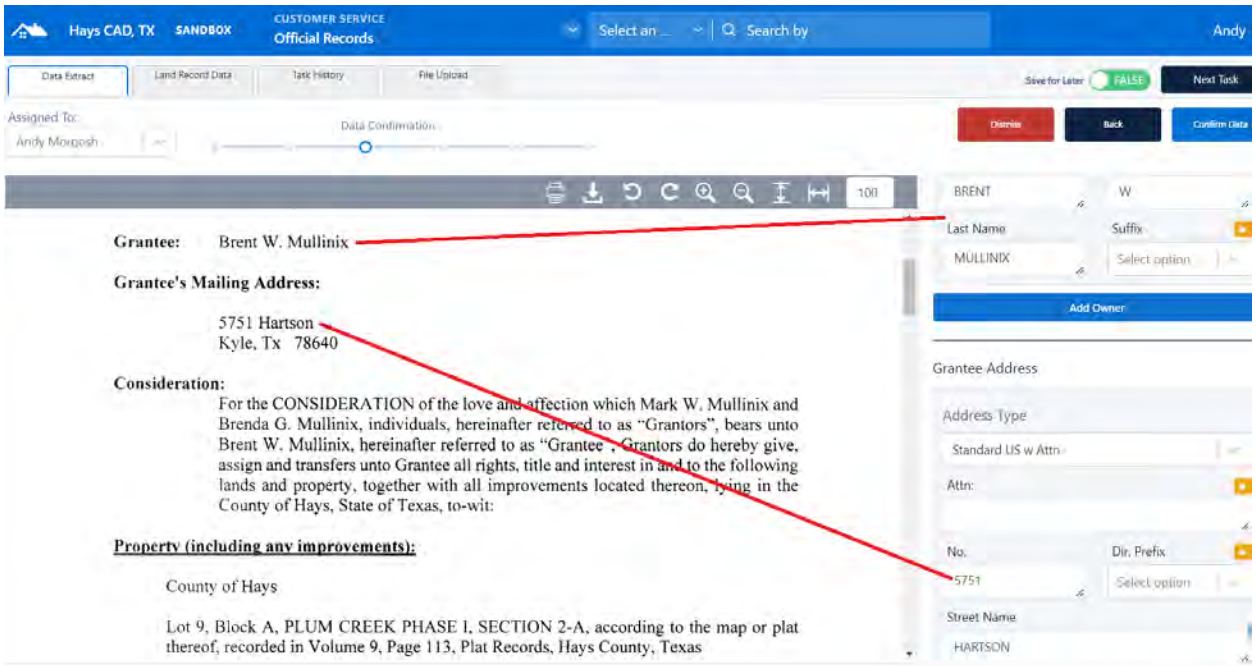
We use Optical Character Recognition (OCR) to take an image of a recorded document and turn it into a string of text. We also take numerous measurements of the document to determine how many pixels each character of text is located from the top and left margins of the page. Then, we use Natural Language Processing to determine what each character or string of text means. That data is then populated into the appropriate fields in your Just Appraised workflow. Additionally, we use machine learning to improve the accuracy of our data extraction modules with time. Because Just Appraised runs on statistical analysis, any time an end user makes any correction to data in Just Appraised, the system learns from that error and is less likely to make that error in the future.

Smart Routing of Documents



Because Just Appraised is able to extract all relevant data from a recorded document within 8 minutes of receiving it from you, we can then use 'smart routing' to assign documents to specific users based upon that extracted information. We do this automatically, assigning it to the correct workflow queue for review based upon the criteria you help us to establish. The result is that users don't need to go looking for specific documents–they can login and automatically see the documents appropriate to their level of experience or unique area of expertise.

Data Extraction from Relevant Fields



Just Appraised will extract all necessary indexing fields for that particular type and display them for efficient review on the sidebar on the right side. The above image shows specific grantee data accurately extracted from the deed.

Ongoing Secure FTP

Just Appraised offers an ongoing Secure File Transfer Protocol through Files.com which enables the Hays County Clerk team to securely and efficiently upload recorded documents in bulk to Just Appraised for processing and speedy turnaround

AI process serving 76,000 documents/annually

Just Appraised uses AI to facilitate our data extraction, and our largest customer processes over 70,000 documents annually through Just Appraised.

Rapid Document Turnaround with over 95% Accuracy

Just Appraised commits to an **8 minute turnaround time** from the time the document is received via the secure FTP from the Clerk's office to the time it is available to be worked in Just Appraised. We extract data with greater than 95% Accuracy.
Here is a screenshot taken from a Quarterly Business Review with Seminole County, FL showing that across 25,000+ extracted fields/month, Just Appraised processed data with greater than 99% accuracy:

Date							
Jan 2022		Dec 2021		Nov 2021		Oct 2021	
Percent Acc...	Num Transi...	Percent Acc...	Num Transi...	Percent Acc...	Num Transi...	Percent Acc...	Num Transi...
99.13	11,207	99.53	26,648	99.48	28,504	99.17	33,749

Duval County, FL conducted an audit of Just Appraised to discover the accuracy of our document classification. They found that Just Appraised achieved 99.95% accuracy, correctly classifying 24,058 out of 24,069 documents.

Automatic Software Updates

As a Software-as-a-Service (SaaS) Company, Just Appraised automatically rolls out all product improvements and updates to customers through the cloud. That means clients do not need to download any additional software, monitor or download updates, or worry about not running the latest and greatest version of Just Appraised. We do not charge additional fees for these updates and improvements unless they represent substantially new functionality.

Optical Character Recognition (OCR) Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM)

Just Appraised's services are in accordance with these standards.

Visual Inspection of Each Image

Just Appraised allows users to visually review every document that is scanned into Eagle Recorder, preserving the same quality as the original files. Users can adjust the image by zooming or rotating as needed. Images that are unreadable by OCR will be flagged for users.

Ongoing Support

Support is essential to the way Just Appraised operates. It is one thing to deliver a high-quality auto-indexing software to your doorstep and then say, "Good luck!" It's quite another to *partner* with you on an ongoing basis to ensure that your office is successful not just on day 1 but also on day 1000. We put our money where our mouth is, offering the right to cancel your subscription without penalty, with 60 days notice.

Training/support at Just Appraised includes the following, all part and parcel of the quoted cost:

1. **Kickoff Call:** After the contract is signed, Just Appraised schedules a kickoff call with all relevant team members from the Hays County Clerk. We outline all steps in the implementation and ensure you feel comfortable with the onboarding process
2. **Dedicated Launch Manager:** Just Appraised provides a dedicated Launch Manager to ensure the implementation runs smoothly

3. **Custom Configuration:** Your Technical Configuration Manager and Technical Configuration Specialists will conduct a Design Review and ongoing testing to make sure Just Appraised looks, feels, and works like you want it to
4. **Training:** Once you're ready to launch, Just Appraised will train every user of Just Appraised one-on-one, until that user feels comfortable using the application
5. **Local Support:** We have one Just Appraised employee who lives and works in Hays County, who will be available for in-person support and training as needed, and several others within driving distance
6. **Check-ins:** As you familiarize yourself with the new Just Appraised workflow, we will complete weekly check-ins for at least two months to ensure things are running smoothly
7. **"Hypercare" period:** For 4 weeks immediately following launch, Just Appraised allocates additional resources to your project to ensure launch and initial usage are incredibly smooth
8. **Ongoing Chat Support:** Just Appraised provides ongoing live chat support during all business hours (including but not limited to 8AM to 7PM Central). Our average response time is under 3 minutes
9. **Customer Success Manager:** We will assign a dedicated Customer Success Manager (CSM). In addition to facilitating training, leading the weekly check-ins post launch, and leading the Quarterly Business Reviews, your CSM exists to ensure your goals for this project are being met.
10. **Quarterly Business Reviews:** Just Appraised will meet with you once per quarter to ensure we are delivering on your expectations. At this Quarterly Business Review, we will review key data around accuracy and efficiency based upon your usage of Just Appraised

With all of these support systems, it's easy to see why our customers have said the following:

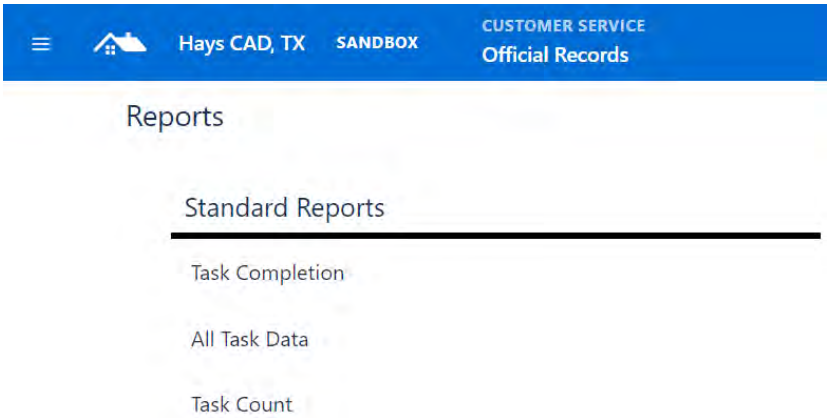
"I believe the transition to the Just Appraised software has been the smoothest of any I have worked on. Especially the customer success team. Everything we were told you would do you have done and we appreciate it." –Hamilton County, TN Assessor

"One employee has been coming to work early because she loves working in Just Appraised and wants to get as much done as possible! They are really excited about it and liking it a lot." –Fort Bend (TX) Central Appraisal District

"JA has got to have the nicest, most patient team out of any service provider I've ever worked with. Y'all are a pleasure to work with." –Lake County, FL Property Appraiser

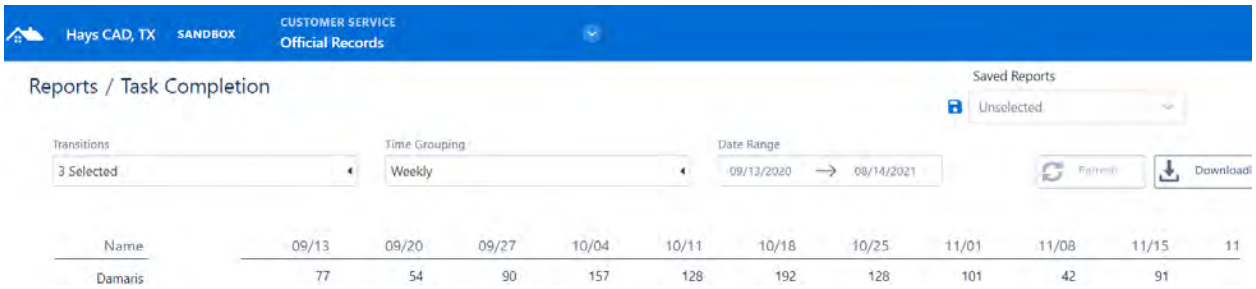
"We did a training this morning and one of the employees that I thought would be the most resistant to Just Appraised is now your biggest advocate. We're so grateful for the relationship with your team. We want to work together for the long haul." –Rutherford County, TN Assessor

Reporting and Analytics



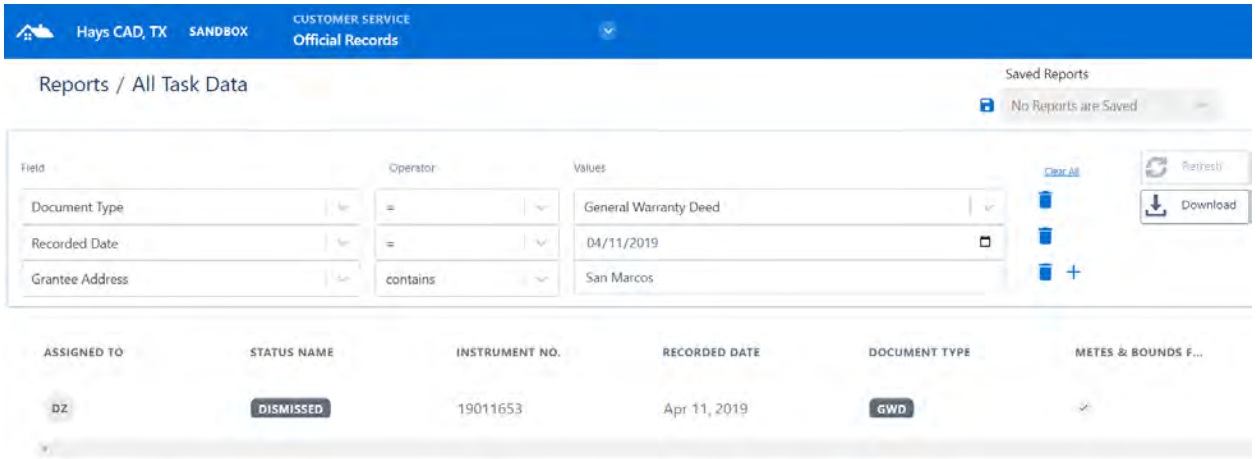
Just Appraised includes three kinds of reports/analytics:

- **Task Completion** shows who did what in what time frame. Managers can select any custom time frame(i.e. September 1, 2022 to August 31, 2023), and then break that time frame down into either daily, weekly or monthly periods. The screenshot below shows the number of auto-indexed instruments reviewed by Damaris each week in the Hays County Appraisal District:



This productivity report helps to foster accountability and efficiency in the Clerk's office

- **All Task Data** allows users to search for any instrument(s) that has ever been uploaded to Just Appraised by any number of criteria. In other words, if you want to search for warranty deeds recorded on April 11, 2019 where the grantee's address was located in San Marcos, you can do that in Just Appraised.



- **Task Count** is like a combination of the two reports above. It allows you to figure out how many documents fulfill specific search criteria. If you would like to know how many satisfactions were processed in April, you can easily determine that with this report.

Proposed Fee: Auto-Indexing

Subscription Fee

$87,400 per year to be paid upfront at the start of each subscription year. Just Appraised will guarantee this price for *the first subscription year and two subsequent one-year renewals*. Hays County may terminate this subscription for convenience with 60 days notice, and will receive a pro-rated refund of any unused subscription fee

Professional Services Fees

$1,500 Implementation and Integration
$1,500 Training and Onboarding
All Professional Services Fees to be invoiced on the effective date of the contract.

Proposed Project Schedule:

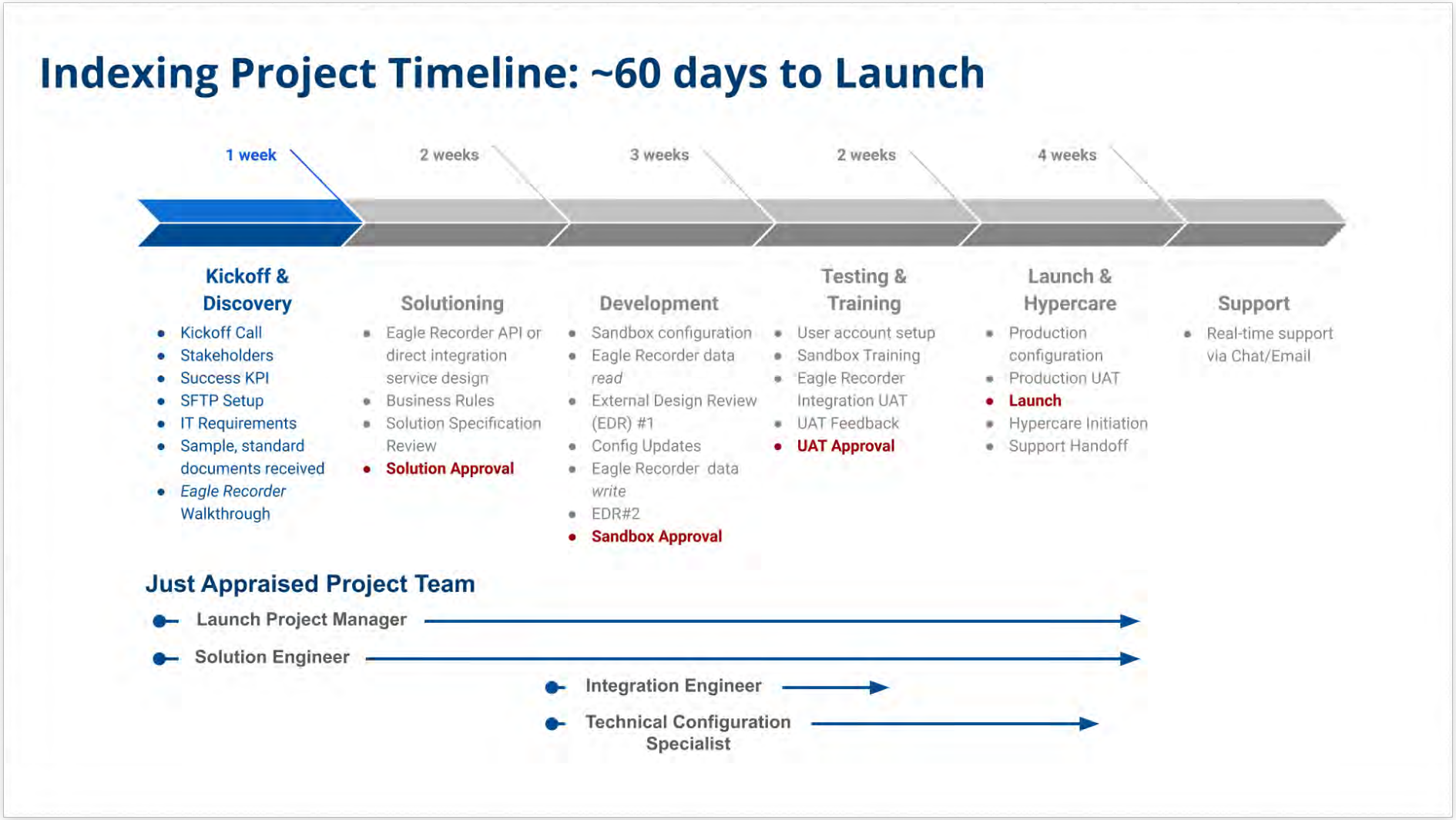
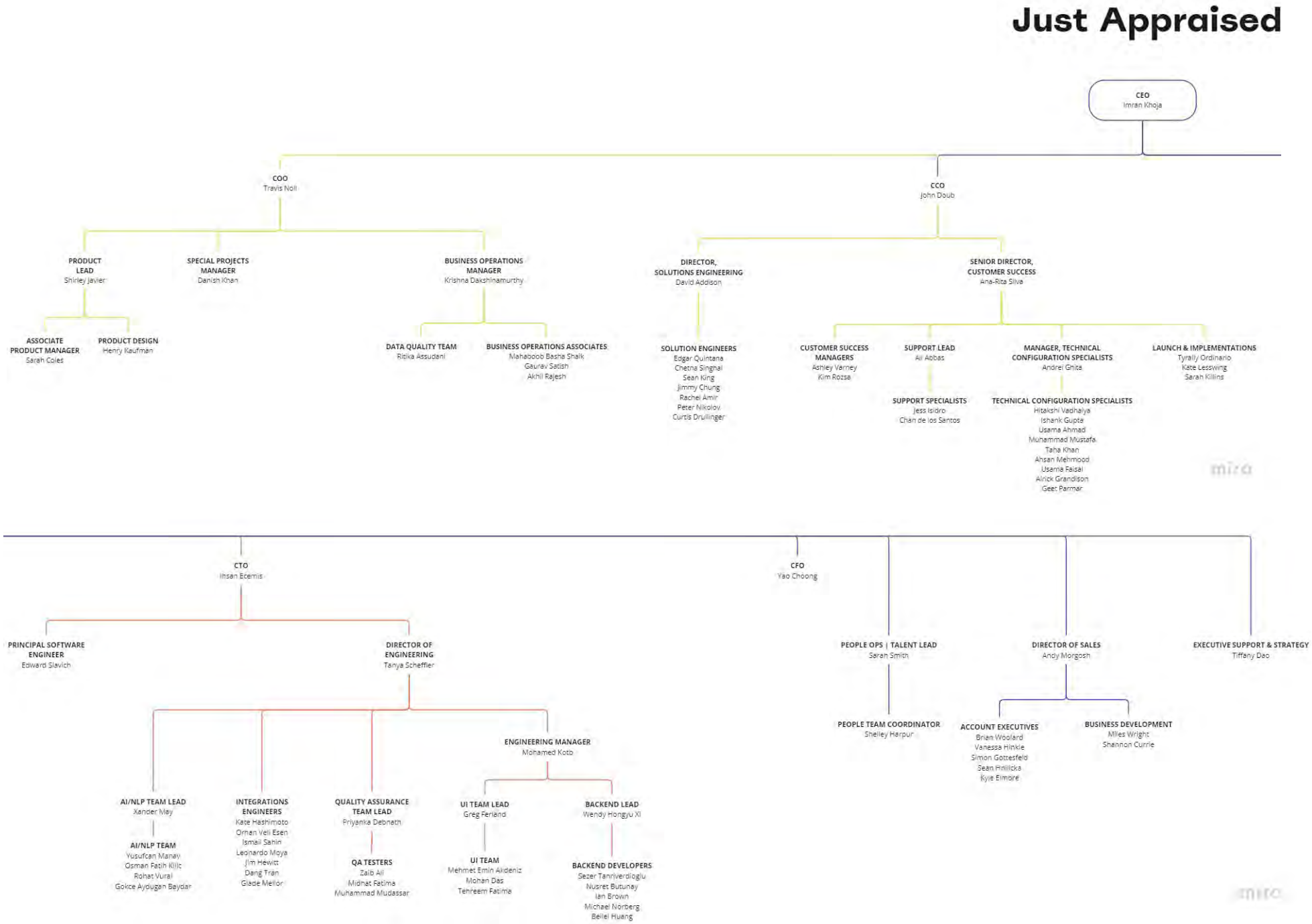


Exhibit A: Just Appraised Org Chart



Just Appraised, Inc.

2261 Market St., No. 4074, San Francisco California, 94114

Just Appraised

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: YAOXIANG CHOONG, CFO JUST APPRAISED INC.

COMPANY NAME: JUST APPRAISED INC.

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:

	AUGUST 03, 2022
Signature	Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ AUGUST 03, 2022

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

See Attached California All-Purpose Acknowledgment

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

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.

JUST APPRAISED INC.

Company Name

YAOXIANG CHOONG

Print Name of Company Representative

Signature of Company Representative

AUGUST 03, 2022

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

IFB/RFP/RFQ Number

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Francisco }

On august 3, 2022 before me, M. Godoy, Notary Public,
(Here insert name and title of the officer)

personally appeared yaoxiang chong,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. GODOY
COMM. #2408015
NOTARY PUBLIC ●CALIFORNIA
San Francisco County
Commission Expires June 15, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

x. hayo county house bill 89
(Title or description of attached document)

verification
(Title or description of attached document continued)

Number of Pages 1 Document Date N/A

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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.

JUST APPRAISED INC.
Name of Firm

Signature of Certifying Official

CFO
Title of Certifying Official

YAOXIANG CHOONG
Printed Name of Certifying Official

AUGUST 03, 2022
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.

Please see attached California Jurat

_____
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on

this 3 (Date) day of august (Month), 2022 (Year), by

(1) yaoxiang chong

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

M. GODOY
COMM. #2408015
NOTARY PUBLIC ●CALIFORNIA
San Francisco County
Commission Expires June 15, 2026

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: XII. debarment and licensing certification

Document Date: N/a Number of Pages: 1

Signer(s) Other Than Named Above: N/a

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XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

JUST APPRAISED INC.
Name of Contracting Company

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

N/A.

Signature of Company Official Authorizing Bid/Offer

YAOXIANG CHOONG
Printed Name

CFO
Title

YAO.CHOONG@JUSTAPPRAISED.COM
Email Address

650-207-1176
Phone

XiV. Federal Affirmations and Solicitation Acceptance

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

1. **Debarment and Suspension**
   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: YAOXIANG CHOONG, CFO, JUST APPRAISED INC.

Respondent's Tax ID: 82-1689505 Telephone: 650-207-1176

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.

(SEE ATTACHED JUST APPRAISED INC. BOARD RESOLUTION, PAGES 3 AND 4)

XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

VICTORIA LE GRICE LEGAL ASSISTANT (LEFT JULY 29, 2022)

Hays Employee/Former Hays Employee Name Title

EDGAR QUINTANA SOLUTIONS ENGINEER PARTNER

Name of Person Related Title Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

JUST APPRAISED INC.

Name of Vendor

Signature of Certifying Official

CFO

Title of Certifying Official

YAOXIANG CHOONG

Printed Name of Certifying Official

AUGUST 03, 2022

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.

CONFIDENTIAL. PLEASE USE ONLY FOR CONFIRMING SIGNATORY AUTHORITY AND THEN DESTROY.

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF JUST APPRAISED INC.

Pursuant to Section 141(f) of the Delaware General Corporation Law and the Company's Bylaws, the undersigned, constituting all of the members of the Board of Directors (the "**Board**") of Just Appraised Inc., a Delaware corporation (the "**Company**"), hereby adopt the following resolutions by unanimous written consent:

Approval of 409A Report

WHEREAS, the Company engaged an independent valuation firm, Aranca, Inc. (the "**Appraiser**"), to perform an independent appraisal of the Company to determine the fair market value of the Company's common stock (the "**Common Stock**") taking into account, among other things, the valuation factors applicable to the Company described in Section 409A of the Internal Revenue Code of 1986, as amended.

WHEREAS, the Appraiser delivered to the Company a written valuation of the Common Stock dated May 16, 2022 (the "**Valuation Report**"), attached hereto as Exhibit A, which sets forth the Appraiser's determination that the fair market value of the Common Stock was [redacted] per share as of March 31, 2022 (the "**Valuation Date**").

WHEREAS, the Board hereby determines that no material events that would affect the fair market value of the Common Stock have occurred since the Valuation Date.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration and review of the Valuation Report and all other factors that the Board has determined relevant, including, but not limited to: (i) the value of the Company's tangible and intangible assets; (ii) the present value of anticipated future cash flows of the Company; (iii) the market value of stock or equity interests in corporations similar to the Company and other entities engaged in trades or businesses substantially similar to those engaged in by the Company, particularly those which are at similar stages of development; (iv) risk factors relevant to the business of the Company; (v) control premiums; (vi) discounts for lack of marketability; (vii) recent arm's length transactions involving the sale or transfer of such stock or equity interests; and (viii) such other information as the Board has determined advisable in order to determine the fair market value of the Common Stock, the Board hereby determines that it can rely on the Valuation Report and therefore determines that the fair market value of a share of the Common Stock as of the Valuation Date is [redacted]

Approval of Option Grants

WHEREAS, the Board believes it is in the best interests of the Company and its stockholders to grant options to purchase shares of the Common Stock to certain service providers of the Company named on Exhibit B, pursuant to the Company's 2017 Stock Plan (the "**Plan**").

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WHEREAS, the Board has considered the Valuation Report and information material to the valuation of the Common Stock, including the Board's determination that no material events have occurred since the Valuation Date that would change the underlying assumptions of the Valuation Report, and therefore determines that the fair market value of a share of the Common Stock as of the date hereof is no less than [redacted] (the "**Current Fair Market Value**").

NOW, THEREFORE, BE IT RESOLVED, the Board hereby grants an option (each, an "**Option**") to purchase shares of Common Stock pursuant to the terms and conditions of the Plan and the standard form of stock option agreement previously approved by the Board for use in connection with the Plan (the "**Stock Option Agreement**") to each individual listed on Exhibit B (each, an "**Optionee**") hereto for the number of shares set forth opposite the individual's name thereon, and does hereby authorize and approve the grant of such Options as of the date hereof.

RESOLVED FURTHER, the exercise price per share for each of the above-referenced Options shall be the Current Fair Market Value.

RESOLVED FURTHER, each such option shall be of the type specified on Exhibit B (Incentive Stock Option ("**ISO**") or Nonstatutory Stock Option ("**NSO**")) within the provisions of the Plan.

RESOLVED FURTHER, each Option shall have a maximum term of ten (10) years from the date hereof (subject to earlier termination following the Optionee's ceasing to be a service provider or as otherwise provided by the Plan), after which any shares not exercised shall be returned to the Plan in accordance with the terms of the Plan.

RESOLVED FURTHER, each Option shall vest according to the applicable vesting schedule and vesting commencement date set forth on Exhibit B.

RESOLVED FURTHER, each Option shall have such terms and conditions as are set forth in the applicable Stock Option Agreement, with such changes or additions as the officer executing the same may in his or her discretion determine to be necessary or advisable and may approve, and any and all amendments, modifications, extensions or waivers thereto as the officer may deem necessary or advisable to effectuate the purposes and intent of these resolutions, the execution and delivery of such documents by such officer to be conclusive evidence of the officer's authorization hereunder and the approval by the Board thereof.

RESOLVED FURTHER, the shares of Common Stock issuable upon exercise of each Option, when issued in accordance with the terms of the Stock Option Agreement evidencing such Option, shall be validly issued, fully-paid, and nonassessable.

RESOLVED FURTHER, the officers of the Company be, and each hereby individually is, authorized and directed to effect these grants on behalf of the Company by entering into Stock Option Agreements with the individuals listed on Schedule B subject to the terms and conditions set forth herein.

RESOLVED FURTHER, the officers and counsel of the Company are hereby authorized and directed to file the appropriate notices with the applicable state and federal

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securities authorities in connection with the issuance of options, at such time as such actions may be necessary or advisable in order to comply with applicable law.

RESOLVED FURTHER, the officers of the Company be, and each hereby individually is, authorized and directed to execute and deliver on behalf of the Company any other documents or instruments, or to take any other actions, that such officer or officers shall deem necessary or appropriate to carry out the intent of the foregoing resolutions.

RESOLVED FURTHER, any and all acts and deeds heretofore or hereafter done by any director or officer of the Company intended to carry out the intent of the foregoing resolutions are hereby ratified and approved in all respects.

Appointment of Officer

WHEREAS, the Board deems it appropriate, necessary, and in the best interests of the Company and its stockholders to appoint a Chief Financial Officer of the Company;

WHEREAS, the Board deems it advisable and in the best interests of the Corporation to appoint Yaoxiang Choong as the Chief Financial Officer of the Company;

NOW, THEREFORE, BE IT RESOLVED, Yaoxiang Choong is hereby appointed to be the Company's Chief Financial Officer, to serve at the pleasure of the Board and perform such duties commonly incident to the office or as may be designated by the Board from time to time, until his successor is duly elected, unless he resigns, is removed from office, or is otherwise disqualified from serving as an officer of this corporation, to take his respective office immediately upon such appointment.

Indemnification Agreement

WHEREAS, the Board deems it to be advisable and in the best interest of the Company and its stockholders to authorize the Company to enter into indemnification agreements with the Company's CFO, Yaoxiang Choong, and Board Director, Mustafa Ihsan Ecemis, in substantially the form attached hereto as Exhibit C (the "Indemnification Agreement").

WHEREAS, after careful consideration, the Board, acting in good faith, has determined that the terms and conditions of the proposed Indemnification Agreement is fair, just and reasonable as to the Company.

NOW, THEREFORE, BE IT RESOLVED, the Board determines that it is in the best interests of the Company and its stockholders to enter into the Indemnification Agreements with Yaoxiang Choong and Mustafa Ihsan Ecemis in substantially the form attached hereto as Exhibit C.

RESOLVED FURTHER, the officers of the Company are authorized and directed to execute and deliver the Indemnification Agreement with Yaoxiang Choong and Mustafa Ihsan Ecemis.

Omnibus Resolutions

RESOLVED, each of the Company's officers is authorized and empowered to take all such actions (including, without limitation, soliciting appropriate consents or waivers from

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stockholders) and to execute and deliver all such documents as may be necessary or advisable to carry out the intent and accomplish the purposes of the foregoing resolutions and to effect any transactions contemplated thereby, and the performance of any such actions and the execution and delivery any such documents shall be conclusive evidence of the approval of the Board thereof and all matters relating thereto.

RESOLVED FURTHER, all actions taken by the officers of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

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This action by unanimous written consent shall be effective as of the date the Company receives the unanimous consent of the Company's directors. This action by unanimous written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by unanimous written consent shall be filed with the minutes of the proceedings of the board of directors of the Company.

Imran Khoja	Date: 06 / 29 / 2022
Travis Noll	Date: 06 / 26 / 2022
Craig Driscoll Craig Driscoll	Date: 06 / 29 / 2022
Thomas Layton	Date: 06 / 24 / 2022
Mustafa Ihsan Ecemis Mustafa Ihsan Ecemis	Date: 06 / 29 / 2022

SIGNATURE PAGE TO JUST APPRAISED INC. BOARD CONSENT

Doc ID: 11af505d6273035edd815cf1806d624a767371b7

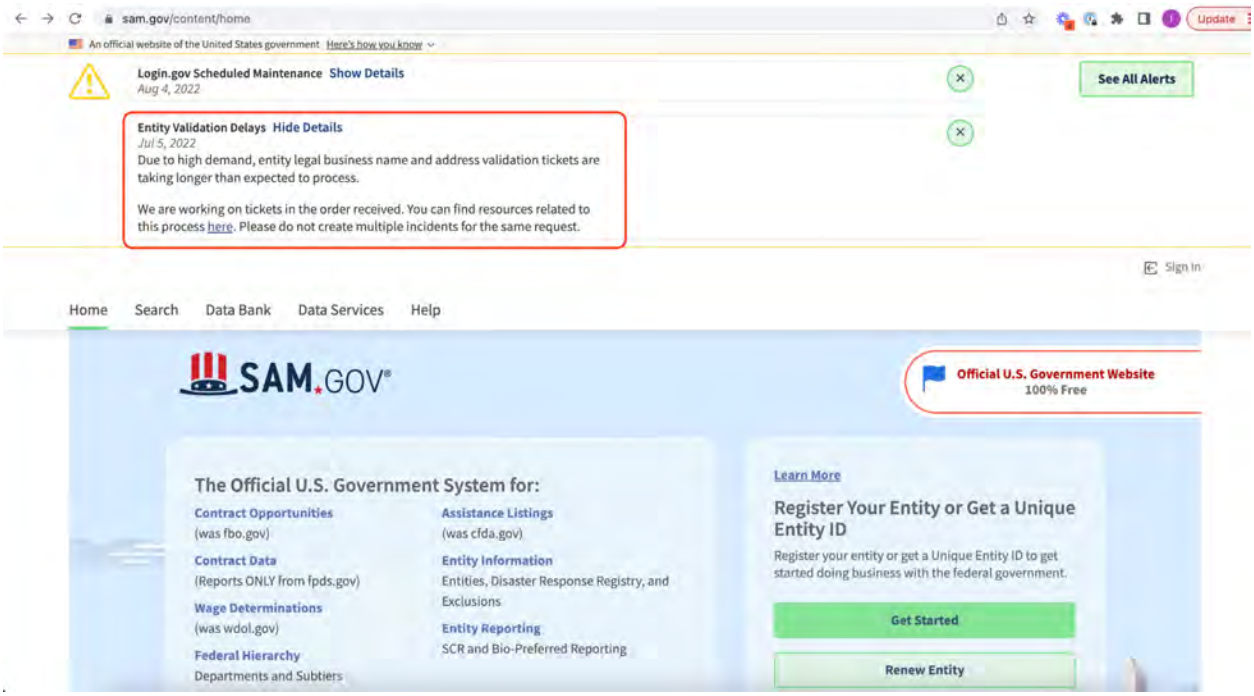
8/10/2022

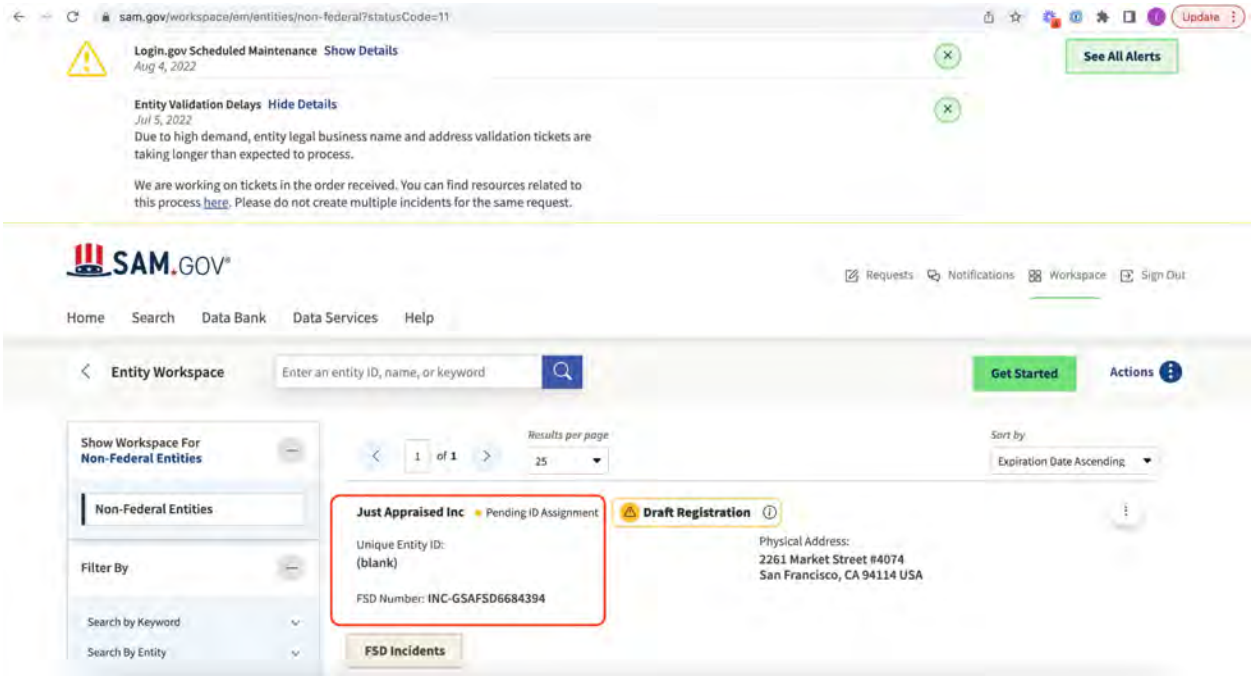
I attest that I and all other Officers and Principals of Just Appraised Inc. are not debarred or suspended or have ever been on an Excluded Parties List System (EPLS) in the System for Award Management (SAM) or on any other list for any other award platform.

Just Appraised is in the registration process for Sam.gov and has been since the RFP was released.

I attest that (i) we will be / will endeavor to be fully registered by the time of the decision/award; and (ii) our non-registration is due to technical issues with Sam.Gov as indicated by the following screenshots.

Imran Khoja
CEO - Just Appraised Inc.





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: Hays County Central Appraisal District

Address: 21001 I-35 Kyle, Texas, 78640

Contact Person and Title: Laura Raven; Chief Appraiser

Phone Number: 512-268-2522

Scope & Duration of Contract: Deed automation software; Annual contract with auto-renewals (3-year relationship thus far)

Email: lraven@hayscad.com

REFERENCE TWO

Company Name: Ellis Appraisal District

Address: 400 Ferris Ave., Waxahachie Texas, 75165

Contact Person and Title: Kathy Rodrigue; Chief Appraiser

Phone Number: 972-351-1591; 972-937-3552

Scope & Duration of Contract: Deed automation software; Annual contract with auto-renewals (4-year relationship thus far)

Email: Kathy@elliscad.com

REFERENCE THREE

Company Name: Boulder County Assessor

Address: 1325 Pearl St., 2nd Floor, Boulder, Colorado 80302

Contact Person and Title: Cynthia Braddock; Assessor

Phone Number: 720-779-1977

Scope & Duration of Contract: Multiple automation softwares; Annual contracts with auto-renewals (2-year relationship thus far)

Email: cbraddock@bouldercounty.org

JUSTAPP-01 JEVANSASANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/29/2022

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 License # 0757776
HUB International Insurance Services Inc.
40 E Alamar Ave
Santa Barbara, CA 93105

CONTACT NAME: Irma Jones
PHONE (A/C, No, Ext): (805) 879-9554 FAX (A/C, No):
E-MAIL ADDRESS: irma.jones@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE Property & Casualty Insurance Company	20699
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Just Appraised Inc.
2261 Market Street #4074
San Francisco, CA 94114

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	TECCAD393892282	11/13/2021	11/13/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			TECCAD393892282	11/13/2021	11/13/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hays County is an additional insured under the general liability coverage where required by written contract per the attached form #BOP47675 (03/16). Waiver of Subrogation under the general liability coverage is included per the form #BOP47675 (03/16).

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESSOWNERS LIABILITY EXTENSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWERS COVERAGE FORM

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This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In **Section II - Liability**, Paragraph **A. Coverages**, **1. f. Coverage Extension – Supplementary Payments,** subparagraphs **(1)(b) and (c)** are replaced by the following:

(b) The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

(c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In **Section II – Liability**, Paragraph **A. Coverages, 2. Medical Expenses**, subparagraph **a.(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In **Section II - Liability**, Paragraph **B. Exclusions,** subparagraph **(2)** of Exclusion **1.g**. **Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In **Section II - Liability**, Paragraph **B. Exclusions,** the following exception is added to Exclusion **1.g. Aircraft, Auto or Watercraft in Section II – Liability:**

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. It is rented with a trained, paid crew; and

3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In **Section II - Liability**, Paragraph **B. Exclusions,** the following exception is added to Exclusion **1.k. Damage To Property**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to “property damage” to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In **Section II - Liability**, Paragraph **C. Who is an Insured** is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or

2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In **Section II - Liability**, Paragraph **C. Who is an Insured,** Paragraph **2.a**. is replaced by the following:

2. Each of the following is also an insured:

a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no “employee” is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or to any co-“employee” while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;

(b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph **(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph **(a)** or **(b)** above.

With respect to “bodily injury” only, the limitations described in Paragraph **2**.**a.(1)** above do not apply to you or to your directors, managers, members, “executive officers”, partners or supervisors as insureds. The limitations also do not apply to your “employees” as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”.

(2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or by any of your “employees”. This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner.

b. Your “volunteer workers”, but only while acting within the scope of their activities for you and at your direction.

H. ADDITIONAL INSUREDS

In **Section II - Liability**, Paragraph **C. Who is an Insured,** the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

e. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to be a tenant in such premises.

(2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS

g. Any person or organization who is a vendor of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraph **(d)** or **(f);** or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

h. Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:

(1) To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and

(2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

(1) That is more specifically identified under any other provision of Paragraph **C. Who Is An Insured** (regardless of any limitation applicable thereto).

(2) With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph **C. Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

a. Ownership, maintenance or use of any assets; or

b. Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

(1) “Bodily injury” or “property damage” that occurred; or

(2) “Personal and advertising injury” arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs **e**., **f**.,**.** and **h**. above, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of such person or organization is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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

I. DAMAGE TO PREMISES RENTED TO YOU – $1,000,000

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance,** Paragraphs **3**. and **4**. are deleted and replaced with the following:

3. Subject to the **Liability And Medical Expenses Limits Of Insurance**, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is $1,000,000.

4. **Aggregate Limits**

The most we will pay for:

a. All “bodily injury” and “property damage” that is included in the “products-completed operations hazard” is twice the Liability and Medical Expenses limit.

b. All:

(1) “Bodily injury” and “property damage” except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

(2) Plus medical expenses;

(3) Plus all “personal and advertising injury” caused by offenses committed;

is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section **II** – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, the following is added:

1. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and “property damage” caused by "occurrences" under Paragraph **A.1.** Business Liability, and for all medical expenses caused by accidents under Paragraph **A.2**. Medical Expenses, which can be attributed only to a single "location":

a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other than Products/Completed Operations Aggregate Limit shown in the Declarations.

b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph **A.1.** Business Liability, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2**. Medical Expenses, regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under Paragraph **A.1.** or under Paragraph **A.2**. Medical Expenses shall reduce the separate Location General Aggregate Limit for that "location". Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location”.

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.

2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the Insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph **A.1.** Business Liability and for all medical expenses caused by accidents under Paragraph **A.2**., which cannot be attributed only to operations at a single "location".

a. Any payments made under Paragraph A.1. Business Liability for damages or under Paragraph A.2. for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".

3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of “locations”.

4. Any payments we make for "bodily injury" or "property damage" included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location.”

5. As used in this endorsement, “location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of Paragraph **D. Liability and Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

K. KNOWLEDGE/NOTICE OF OCCURRENCE

In **Section II - Liability**, Paragraph **E. Liability and Medical Expenses General Conditions**, **2. Duties In the Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

e. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.

f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **3.** is deleted and replaced with the following:

3. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

M. COVERAGE TERRITORY, LIMITED WORLDWIDE

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **4.** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, “coverage territory” does not include any:

a. “Bodily injury” or “property damage” that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured’s responsibility to pay damages is determined by a “suit” on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or

b. Injury or damage in connection with any “suit” brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

In **Section III – Common Policy Conditions**, Paragraph **C. Concealment, Misrepresentation or Fraud** is amended to include the following additional paragraph:

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") of any insured knows about such hazard or other material information.

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O. OTHER INSURANCE, INCLUDING PRIMARY PROVISION

In **Section III – Common Policy Conditions**, Paragraph **H. Other Insurance**, subparagraphs **2**. and **3**. are replaced by the following:

H. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is insurance that applies to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g**. of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

P. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In **Section III – Common Policy Conditions**, Paragraph **K. Transfer of Rights of Recovery Against Others To Us**, subparagraph **2.** is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Smith
Co-Sponsor: Commissioner Jones

Agenda Item:
Discussion and possible action to commit funding to the Sheriff's Office for additional education and outreach equipment and materials related to the Opioid Crisis in our community. **SMITH/JONES/CUTLER**

Summary:
The Sheriff's Office is currently working with local school districts to provide education related to the synthetic opioid crisis in our community. According to the CDC, the majority of overdose deaths involve synthetic opioids such as fentanyl. This fast-moving epidemic does not distinguish among age, sex, or state or county lines. Increased awareness will help improve coordination and promote readiness among schools, community members, public health, and law enforcement to deal with this crisis. In order to meet this effort, additional funding is needed to enhance and expand this program to reach all areas of our community.

Fiscal Impact:
Amount Requested: Not to exceed $20,000
Line Item Number: TBD

Budget Office:
Source of Funds: TBD
Budget Amendment Required Y/N?: TBD
Comments: If approved, potential funding source LATCF Funds from the US Treasury. Once a specific budget is determined, funds will need to be moved to the appropriate g/l accounts.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: TBD
New Revenue Y/N?: N/A
Comments:

Attachments

SO Opioid Education & Outreach Needs

MIKE DAVENPORT
Chief Deputy

MARK CUMBERLAND
Captain – Support Services

SHANE SMITH
Captain – Law Enforcement

JOHN SAENZ
Captain – Corrections

JULISSA VILLALPANDO
Captain – Corrections

GARY CUTLER
HAYS COUNTY SHERIFF

810 S. Stagecoach Trail
San Marcos, Texas 78666
512-393-7800

Since July of 2021 we have at least 10 deaths throughout the county to include four students in the Hays Consolidated Independent School District (HCISD) due to fentanyl poisionings. We continue to see overdoses/poisonings occur in the county with a sharp increase among our youth in the middle and high schools. As a result, the Sheriff's Office is putting an emphasis on the educational/outreach aspect of this issue.

The funding will be used for items such as:

- Create/purchase materials for multiple forms of PSA'S
- Purchase editing software for digital content
- Purchase equipment to produce educational/informative digital content
- Develop and produce a program similar to Shattered Dreams
- Work with outside entities to develop peer to peer focus groups throughout the county
- Work with elementary schools throughout the county to develop a drug education program

Due to the ever changing narcotic landscape, the Sheriff's Office anticipates the synthetic opioid crisis will not only continue, it will grow. The Drug Enforcement Agency (DEA) and other federal partners are warning local law enforcement agencies about stronger opiods being seized throughout the country. The Sheriff's Office is committed to keeping our community safe by taking narcotics off the streets, by educating our community, and arresting those that poision our community.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 10/11/2022
Requested By:
Sponsor: Judge Becerra

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

Summary
Additional information will be provided during Executive Session.